

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address GREGORY M. SALVATO (SBN 126285) Gsalvato@salvatolawoffices.com JOSEPH BOUFADEL (SBN 267312) Jboufadel@salvatolawoffices.com EMMA SAMYAN (SBN 322703) Esamyan@salvatolawoffices.com SALVATO LAW OFFICES 777 South Figueroa Street, Suite 2800 Los Angeles, California 90017-5826 Telephone: (213) 484-8400 Facsimile: (213) 401-2411 <input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> Attorney for: AZAD BABAN	FOR COURT USE ONLY
UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION	
In re: SCOOBEEZ et al, Debtor(s).	CASE NO.: 2:19-bk-14989-WB CHAPTER: 11
	NOTICE OF MOTION AND MOTION FOR RELIEF FROM THE AUTOMATIC STAY UNDER 11 U.S.C. § 362 (with supporting declarations) (ACTION IN NONBANKRUPTCY FORUM)
	DATE: 10/08/2019 TIME: 10:00 am COURTROOM: 1375
Movant: AZAD BABAN	

1. **Hearing Location:**

- | | |
|---|--|
| <input checked="" type="checkbox"/> 255 East Temple Street, Los Angeles, CA 90012 | <input type="checkbox"/> 411 West Fourth Street, Santa Ana, CA 92701 |
| <input type="checkbox"/> 21041 Burbank Boulevard, Woodland Hills, CA 91367 | <input type="checkbox"/> 1415 State Street, Santa Barbara, CA 93101 |
| <input type="checkbox"/> 3420 Twelfth Street, Riverside, CA 92501 | |

2. Notice is given to the Debtor and trustee (*if any*)(Responding Parties), their attorneys (*if any*), and other interested parties that on the date and time and in the courtroom stated above, Movant will request that this court enter an order granting relief from the automatic stay as to Debtor and Debtor's bankruptcy estate on the grounds set forth in the attached Motion.
3. To file a response to the motion, you may obtain an approved court form at www.cacb.uscourts.gov/forms for use in preparing your response (optional LBR form F 4001-1.RFS.RESPONSE), or you may prepare your response using the format required by LBR 9004-1 and the Court Manual.

4. When serving a response to the motion, serve a copy of it upon the Movant's attorney (or upon Movant, if the motion was filed by an unrepresented individual) at the address set forth above.
5. If you fail to timely file and serve a written response to the motion, or fail to appear at the hearing, the court may deem such failure as consent to granting of the motion.
6. ☒ This motion is being heard on REGULAR NOTICE pursuant to LBR 9013-1(d). If you wish to oppose this motion, you must file and serve a written response to this motion no later than 14 days before the hearing and appear at the hearing.
7. ☐ This motion is being heard on SHORTENED NOTICE pursuant to LBR 9075-1(b). If you wish to oppose this motion, you must file and serve a response no later than (*date*) _____ and (*time*) _____; and, you may appear at the hearing.
- a. ☐ An application for order setting hearing on shortened notice was not required (according to the calendaring procedures of the assigned judge).
- b. ☐ An application for order setting hearing on shortened notice was filed and was granted by the court and such motion and order have been or are being served upon the Debtor and upon the trustee (if any).
- c. ☐ An application for order setting hearing on shortened notice was filed and remains pending. After the court rules on that application, you will be served with another notice or an order that specifies the date, time and place of the hearing on the attached motion and the deadline for filing and serving a written opposition to the motion.

Date: 09/09/2019

Salvato Law Offices

Printed name of law firm (if applicable)

Gregory M. Salvato

Printed name of individual Movant or attorney for Movant

/s/ Gregory M. Salvato

Signature of individual Movant or attorney for Movant

MOTION FOR RELIEF FROM THE AUTOMATIC STAY AS TO NONBANKRUPTCY ACTION

1. **In the Nonbankruptcy Action, Movant is:**

- a. ☒ Plaintiff
- b. ☐ Defendant
- c. ☐ Other (*specify*):

2. **The Nonbankruptcy Action:** There is a pending lawsuit or administrative proceeding (Nonbankruptcy Action) involving the Debtor or the Debtor's bankruptcy estate:

- a. *Name of Nonbankruptcy Action:* Azad Baban v. Scoobeez, Inc., et al.
- b. *Docket number:* BC692250
- c. *Nonbankruptcy forum where Nonbankruptcy Action is pending:*
Los Angeles Superior Court, Dept 62 (Hon. Michael L. Stern)
- d. *Causes of action or claims for relief (Claims):*
Employment claims, including wrongful termination, racial, disability and gender harassment, discrimination and retaliation, and related claims.

3. **Bankruptcy Case History:**

- a. ☒ A voluntary ☐ An involuntary petition under chapter ☐ 7 ☒ 11 ☐ 12 ☐ 13
was filed on (*date*) 04/30/2019.
- b. ☐ An order to convert this case to chapter ☐ 7 ☐ 11 ☐ 12 ☐ 13
was entered on (*date*) _____.
- c. ☐ A plan was confirmed on (*date*) _____.

4. **Grounds for Relief from Stay:** Pursuant to 11 U.S.C. § 362(d)(1), cause exists to grant Movant relief from stay to proceed with the Nonbankruptcy Action to final judgment in the nonbankruptcy forum for the following reasons:

- a. ☒ Movant seeks recovery from applicable insurance, if any.
- b. ☒ Movant seeks recovery primarily from third parties and agrees that the stay will remain in effect as to enforcement of any resulting judgment against the Debtor or bankruptcy estate, except that Movant will retain the right to file a proof of claim under 11 U.S.C. § 501 and/or an adversary complaint under 11 U.S.C. § 523 or § 727 in this bankruptcy case.
- c. ☒ Mandatory abstention applies under 28 U.S.C. § 1334(c)(2), and Movant agrees that the stay will remain in effect as to enforcement of any resulting judgment against the Debtor or bankruptcy estate, except that Movant will retain the right to file a proof of claim under 11 U.S.C. § 501 and/or an adversary complaint under 11 U.S.C. § 523 or § 727 in this bankruptcy case.
- d. ☐ The Claims are nondischargeable in nature and can be most expeditiously resolved in the nonbankruptcy forum.
- e. ☒ The Claims arise under nonbankruptcy law and can be most expeditiously resolved in the nonbankruptcy forum.

f. ☐ The bankruptcy case was filed in bad faith.

- (1) ☐ Movant is the only creditor, or one of very few creditors, listed or scheduled in the Debtor's case commencement documents.
- (2) ☐ The timing of the filing of the bankruptcy petition indicates that it was intended to delay or interfere with the Nonbankruptcy Action.
- (3) ☐ Multiple bankruptcy cases affect the Nonbankruptcy Action.
- (4) ☐ The Debtor filed only a few case commencement documents. No schedules or statement of financial affairs (or chapter 13 plan, if appropriate) has been filed.

g. ☒ Other (*specify*):

Movant seeks relief to proceed with the state court action to access Debtor's insurance policy that may cover Movant's claims, and reserves his right to pursue any deficiency or other claim against Debtor.

5. **Grounds for Annulment of Stay.** Movant took postpetition actions against the Debtor.

- a. ☐ The actions were taken before Movant knew that the bankruptcy case had been filed, and Movant would have been entitled to relief from stay to proceed with these actions.
- b. ☐ Although Movant knew the bankruptcy case was filed, Movant previously obtained relief from stay to proceed in the Nonbankruptcy Action in prior bankruptcy cases affecting the Nonbankruptcy Action as set forth in Exhibit. _____.
- c. ☐ Other (*specify*):

6. **Evidence in Support of Motion: (*Important Note: declaration(s) in support of the Motion MUST be signed under penalty of perjury and attached to this motion.*)**

- a. ☒ The DECLARATION RE ACTION IN NONBANKRUPTCY FORUM on page 6.
- b. ☒ Supplemental declaration(s).
- c. ☐ The statements made by Debtor under penalty of perjury concerning Movant's claims as set forth in Debtor's case commencement documents. Authenticated copies of the relevant portions of the Debtor's case commencement documents are attached as Exhibit. _____.
- d. ☒ Other evidence (*specify*):
Supplemental Declaration of Leona H. Bahnam, Esq., state court counsel for Plaintiff.

7. ☐ **An optional Memorandum of Points and Authorities is attached to this Motion.**

Movant requests the following relief:

- 1. Relief from the stay pursuant to 11 U.S.C. § 362(d)(1).
- 2. ☒ Movant may proceed under applicable nonbankruptcy law to enforce its remedies to proceed to final judgment in the nonbankruptcy forum, provided that the stay remains in effect with respect to enforcement of any judgment against the Debtor or property of the Debtor's bankruptcy estate.
- 3. ☐ The stay is annulled retroactively to the bankruptcy petition date. Any postpetition acts taken by Movant in the Nonbankruptcy Action shall not constitute a violation of the stay.

4. ☐ The co-debtor stay of 11 U.S.C. § 1201(a) or § 1301(a) is terminated, modified, or annulled as to the co-debtor, on the same terms and condition as to the Debtor.
5. ☒ The 14-day stay prescribed by FRBP 4001(a)(3) is waived.
6. ☐ The order is binding and effective in any bankruptcy case commenced by or against the Debtor for a period of 180 days, so that no further automatic stay shall arise in that case as to the Nonbankruptcy Action.
7. ☐ The order is binding and effective in any future bankruptcy case, no matter who the debtor may be, without further notice
8. ☒ Other relief requested.

Date: 09/09/2019

Salvato Law Offices

Printed name of law firm (*if applicable*)

Gregory M. Salvato

Printed name of individual Movant or attorney for Movant

/s/ Gregory M. Salvato

Signature of individual Movant or attorney for Movant

DECLARATION RE ACTION IN NONBANKRUPTCY FORUM

I, (*name of Declarant*) Leona H. Bahnam, Esq., declare as follows:

1. I have personal knowledge of the matters set forth in this declaration and, if called upon to testify, I could and would competently testify thereto. I am over 18 years of age. I have knowledge regarding (Nonbankruptcy Action) because:

- ☐ I am the Movant.
- ☒ I am Movant's attorney of record in the Nonbankruptcy Action.
- ☐ I am employed by Movant as (*title and capacity*):
- ☐ Other (*specify*):

2. I am one of the custodians of the books, records and files of Movant as to those books, records and files that pertain to the Nonbankruptcy Action. I have personally worked on books, records and files, and as to the following facts, I know them to be true of my own knowledge or I have gained knowledge of them from the business records of Movant on behalf of Movant, which were made at or about the time of the events recorded, and which are maintained in the ordinary course of Movant's business at or near the time of the acts, conditions or events to which they relate. Any such document was prepared in the ordinary course of business of Movant by a person who had personal knowledge of the event being recorded and had or has a business duty to record accurately such event. The business records are available for inspection and copies can be submitted to the court if required.

3. In the Nonbankruptcy Action, Movant is:

- ☒ Plaintiff
- ☐ Defendant
- ☐ Other (*specify*):

4. The Nonbankruptcy Action is pending as:

- a. *Name of Nonbankruptcy Action*: Azad Baban v. Scoobeez, Inc., et al
- b. *Docket number*: BC692250
- c. *Nonbankruptcy court or agency where Nonbankruptcy Action is pending*:
Los Angeles Superior Court, Dept 62 (Hon. Michael L. Stern)

5. **Procedural Status of Nonbankruptcy Action:**

- a. The Claims are:
Movant Azad Baban filed a lawsuit against Debtor and non-debtor defendants for employment claims, including wrongful termination, racial, disability and gender harassment, discrimination and retaliation, and related claims.
- b. True and correct copies of the documents filed in the Nonbankruptcy Action are attached as Exhibit 1.
- c. The Nonbankruptcy Action was filed on (*date*) 01/30/2018.
- d. The trial or hearing was scheduled to begin on (*date*) 07/01/2019, taken off calendar due to the bankruptcy stay.
- e. The trial or hearing was estimated to require 7-10 days (*specify*).
- f. Other plaintiffs in the Nonbankruptcy Action are (*specify*):
N/A

- g. ☒ Other defendants in the Nonbankruptcy Action are (*specify*):
Shahan Ohanessian and Shoushan Ohanessian, principals of the Debtor.

6. **Grounds for relief from stay:**

- a. ☒ Movant seeks recovery primarily from third parties and agrees that the stay will remain in effect as to enforcement of any resulting judgment against the Debtor or the Debtor's bankruptcy estate, except that Movant will retain the right to file a proof of claim under 11 U.S.C. § 501 and/or an adversary complaint under 11 U.S.C. § 523 or § 727 in this bankruptcy case.
- b. ☒ Mandatory abstention applies under 28 U.S.C. § 1334(c)(2), and Movant agrees that the stay will remain in effect as to enforcement of any resulting judgment against the Debtor or the Debtor's bankruptcy estate, except that Movant will retain the right to file a proof of claim under 11 U.S.C. § 501 and/or an adversary complaint under 11 U.S.C. § 523 or § 727 in this bankruptcy case.
- c. ☒ Movant seeks recovery from applicable insurance, if any. The insurance carrier and policy number are (*specify*):
The Workers Compensation and Employers Liability Insurance Policy No. XX-XXXXX-18-SZ issued by United Wisconsin Insurance Company, and any predecessor policies. See attached Exhibit 3.
- d. ☒ The Nonbankruptcy Action can be tried more expeditiously in the nonbankruptcy forum.
- (1) ☒ It was set for trial on (*date*) 07/01/2019, but taken off calendar due to the bankruptcy stay.
- (2) ☐ It is in advanced stages of discovery and Movant believes that it will be set for trial by (*date*) _____. The basis for this belief is (*specify*):
- (3) ☒ The Nonbankruptcy Action involves non-debtor parties and a single trial in the nonbankruptcy forum is the most efficient use of judicial resources.
- e. ☐ The bankruptcy case was filed in bad faith specifically to delay or interfere with the prosecution of the Nonbankruptcy Action.
- (1) ☐ Movant is the only creditor, or one of very few creditors, listed or scheduled in the Debtor's case commencement documents.
- (2) ☐ The timing of the filing of the bankruptcy petition indicates it was intended to delay or interfere with the Nonbankruptcy Action based upon the following facts (*specify*):
- (3) ☐ Multiple bankruptcy cases affecting the Property include:
- (A) Case name:
Case number: _____ Chapter: _____
Date filed: _____ Date discharged: _____ Date dismissed: _____
Relief from stay regarding this Nonbankruptcy Action ☐ was ☐ was not granted.

(B) Case name:

Case number:

Chapter:

Date filed:

Date discharged:

Date dismissed:

Relief from stay regarding this Nonbankruptcy Action ☐ was ☐ was not granted.

(C) Case name:

Case number:

Chapter:

Date filed:

Date discharged:

Date dismissed:

Relief from stay regarding this Nonbankruptcy Action ☐ was ☐ was not granted.

☐ See attached continuation page for information about other bankruptcy cases affecting the Nonbankruptcy Action.

☐ See attached continuation page for additional facts establishing that this case was filed in bad faith.

f. ☐ See attached continuation page for other facts justifying relief from stay.

7. ☐ Actions taken in the Nonbankruptcy Action after the bankruptcy petition was filed are specified in the attached supplemental declaration(s).

a. ☐ These actions were taken before Movant knew the bankruptcy petition had been filed, and Movant would have been entitled to relief from stay to proceed with these actions.

b. ☐ Movant knew the bankruptcy case had been filed, but Movant previously obtained relief from stay to proceed with the Nonbankruptcy Action enforcement actions in prior bankruptcy cases affecting the Property as set forth in Exhibit _____

c. ☐ For other facts justifying annulment, see attached continuation page.

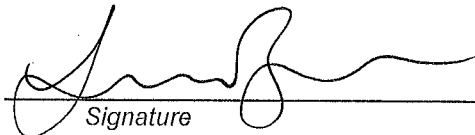
I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

9/9/19

Date

Leona H. Bahnam

Printed name



Signature

1 GREGORY M. SALVATO (SBN 126285)

Gsalvato@salvatolawoffices.com

2 JOSEPH BOUFADEL (SBN 267312)

Jboufadel@salvatolawoffices.com

3 EMMA SAMYAN (SBN 322703)

Esamyan@salvatolawoffices.com

4 SALVATO LAW OFFICES

5 777 So. Figueroa Street, Suite 2800

6 Los Angeles, California 90017-5826

7 Telephone: (213) 484-8400

8 Facsimile: (213) 401-2411

9 Attorneys for Creditor

AZAD BABAN

10 **UNITED STATES BANKRUPTCY COURT**
11 **CENTRAL DISTRICT OF CALIFORNIA**
12 **LOS ANGELES**

14 In re:

Case No. 2:19-bk-14989-WB

Chapter 11

16 SCOOBEEZ et al,

18 Debtor.

**Supplemental Declaration of Leona
Bahnam, Esq. in Support of Motion for
Relief from the Automatic Stay under 11
U.S.C. § 362 (Action in Nonbankruptcy
Forum)**

19 Affects:

20 ☒ All Debtors

21 ☐ Scoobeez, ONLY

22 ☐ Scoobeez Global, Inc., ONLY

23 ☐ Scoobur LLC, ONLY

Hearing:

Date: October 8, 2019

Time: 10:00 a.m.

Place: Roybal Federal Building
Courtroom 1539
255 E. Temple Street
Los Angeles, CA 90012

SUPPLEMENTAL DECLARATION OF NAHAL BARAHMAND, ESQ.

I, Leona Bahnam, Esq., declare:

1. I am an attorney at law admitted to practice before the Courts of the State of California (State Bar No. 322148), with offices in Los Angeles, California. I am the attorney of record for the Creditor, Azad Baban (“**Creditor**”), in the pending matter entitled *Azad Baban v. Scoobeez, Inc., et al.*, Case No. BC692250, in the Los Angeles Superior Court (the “**State Court Action**”).

2. I submit my declaration in support of the Creditor’s Motion for Relief from the Automatic Stay under 11 U.S.C. § 362 (Action in Nonbankruptcy Forum). The following facts are known to me of my own personal knowledge and if called as a witness I could and would testify competently thereto.

Background of the State Court Action

3. On January 30, 2018, Creditor commenced the State Court Action against Debtor and other non-debtor parties alleging causes of action for wrongful termination, racial, disability and gender harassment, discrimination and retaliation, and related claims (the “**Complaint**”). Attached as **Exhibit 1** is a true copy of the Complaint filed by Creditor on January 30, 2018.

4. On April 30, 2019, the Debtor filed this voluntary Chapter 11 bankruptcy case, *In re Scoobeez, et al., Debtor*, Case No. 2:19-bk-14989-WB (the “**Bankruptcy Case**”), along with several related cases.

5. On August 6, 2019, Creditor filed a Proof of Claim in this Bankruptcy Case as Claim No. 5 (the “**Proof of Claim**”).

6. Shahan Ohanessian and Shoushan Ohanessian, who are management insiders, are the two other non-debtor parties to the State Court Action besides the Creditor and Debtor,

7. Attached as **Exhibit 2** is a true and correct copy of the docket summary of the State Court Action.

Relief from Stay

8. Since the State Court Action involves non-debtors, a single trial in the nonbankruptcy forum is the most efficient use of judicial resources.

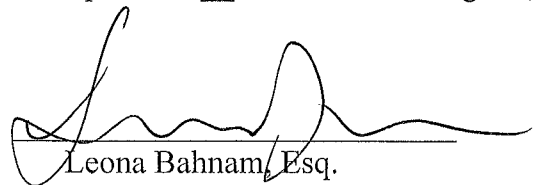
9. Further, as the claims at issue arise under only state law, and the Creditor requests a trial by jury, the matter would be most expeditiously tried in the Los Angeles Superior Court.

10. Importantly, Creditor has identified certain insurance policies that may provide coverage for the claims asserted against the Debtor in the State Court Action, including, but not limited to, the Workers Compensation and Employers Liability Insurance Policy No. XX-XXXXXX-18-SZ issued by United Wisconsin Insurance Company, of which a correct copy is attached hereto as **Exhibit 3**, and any and all predecessor policies.

11. The Creditor seeks relief only to pursue its State Court Action.

12. Thus, Creditor seeks recovery from applicable insurance and from third parties and agrees that the stay will remain in effect as to enforcement of any resulting judgment against the Debtor, except that Creditor seeks to retain the right to file and prosecute his Proof of Claim against the Debtor and the bankruptcy estate, but only as to amounts not satisfied by the proceeds of the insurance policies, if any.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on September 9, 2019, at Los Angeles, California.



Leona Bahnam, Esq.

EXHIBIT 1

EXHIBIT 1

SUM-100

**SUMMONS
(CITACION JUDICIAL)**

NOTICE TO DEFENDANT: SCOOBEEZ, INC.; SHAHAN OHANESSIAN, an
(AVISO AL DEMANDADO): individual; SHOUSHAN OHANESSIAN; and DOES
1 THROUGH 100, inclusive

**YOU ARE BEING SUED BY PLAINTIFF: AZAD BABAN
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)
**CONFORMED COPY
ORIGINAL FILED**
Superior Court Of California
County Of Los Angeles

JAN 30 2018

Sherri H. Carter, Executive Officer/Clerk
By: Marlon Gomez, Deputy

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es):

Superior Court of California, County of Los Angeles
111 North Hill Street
Los Angeles, California 90012

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

REISNER & KING

14724 Ventura Blvd., Suite 1210, Sherman Oaks, CA 91403

DATE:

(Fecha)

JAN 30 2018

Clerk, by

(Secretario)

CASE NUMBER:
(Número del Caso):

BC692250


(818) 981-0901
Marlon Gomez, Deputy

, Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]

NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☐ on behalf of (specify):
under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):
4. ☐ by personal delivery on (date):

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): JUSTIN SILVERMAN, ESQ. SBN: 292036 REISNER & KING 14724 Ventura Blvd., Suite 1210, Sherman Oaks, CA 91403 TELEPHONE NO.: (818) 981-0901 FAX NO.: (818) 981-0902 ATTORNEY FOR (Name): Azad Baban		FOR COURT USE ONLY CONFORMED COPY ORIGINAL FILED Superior Court Of California County Of Los Angeles JAN 30 2018 Sherri H. Carter, Executive Officer/Clerk By: Marlon Gomez, Deputy
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: 111 North Hill Street CITY AND ZIP CODE: Los Angeles, 90012 BRANCH NAME: Stanley Mosk Courthouse on Hill St.		
CASE NAME: Baban v. Scoobeez, Inc., et al.		
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less) Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)		CASE NUMBER: BC692250 JUDGE: DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input checked="" type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (specify): Twenty-One (21)
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case (You may use form CM-015.)

Date: January 30, 2018

JUSTIN SILVERMAN, ESQ.

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a complex case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

SHORT TITLE: Baban v. Scoobeez, Inc., et al.

CASE NUMBER

BC 692250

**CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court.

Step 1: After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type in Column A that corresponds to the case type indicated in the Civil Case Cover Sheet.

Step 2: In Column B, check the box for the type of action that best describes the nature of the case.

Step 3: In Column C, circle the number which explains the reason for the court filing location you have chosen.

Applicable Reasons for Choosing Court Filing Location (Column C)

1. Class actions must be filed in the Stanley Mosk Courthouse, Central District.
2. Permissive filing in central district.
3. Location where cause of action arose.
4. Mandatory personal injury filing in North District.
5. Location where performance required or defendant resides.
6. Location of property or permanently garaged vehicle.
7. Location where petitioner resides.
8. Location wherein defendant/respondent functions wholly.
9. Location where one or more of the parties reside.
10. Location of Labor Commissioner Office.
11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection, or personal injury).

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1, 4, 11
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1, 4, 11
Other Personal Injury/ Property Damage/ Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	1, 11 1, 11
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1, 4, 11
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons	1, 4, 11
		<input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1, 4, 11
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1, 4, 11
		<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1, 4, 11
		<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress	1, 4, 11
		<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1, 4, 11

SHORT TITLE: Baban v. Scoobeez, Inc., et al.

CASE NUMBER

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Non-Personal Injury/ Property Damage/ Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1, 2, 3
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1, 2, 3
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1, 2, 3
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1, 2, 3
	Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1, 2, 3 1, 2, 3
	Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	1, 2, 3
Employment	Wrongful Termination (36)	<input checked="" type="checkbox"/> A6037 Wrongful Termination	1, 2, 3
	Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1, 2, 3 10
Contract	Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2, 5 2, 5 1, 2, 5 1, 2, 5
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case <input type="checkbox"/> A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014)	5, 6, 11 5, 11 5, 6, 11
	Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1, 2, 5, 8
	Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1, 2, 3, 5 1, 2, 3, 5 1, 2, 3, 8, 9
	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels_____	2, 6
Real Property	Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2, 6
	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2, 6 2, 6 2, 6
	Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	6, 11
Unlawful Detainer	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2, 6, 11
	Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2, 6, 11

SHORT TITLE: Baban v. Scoobeez, Inc., et al.	CASE NUMBER
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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2, 3, 6
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2, 5
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2, 8 2 2
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2, 8
	Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation
Construction Defect (10)		<input type="checkbox"/> A6007 Construction Defect	1, 2, 3
Claims Involving Mass Tort (40)		<input type="checkbox"/> A6006 Claims Involving Mass Tort	1, 2, 8
Securities Litigation (28)		<input type="checkbox"/> A6035 Securities Litigation Case	1, 2, 8
Toxic Tort Environmental (30)		<input type="checkbox"/> A6036 Toxic Tort/Environmental	1, 2, 3, 8
Insurance Coverage Claims from Complex Case (41)		<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2, 5, 11 2, 6 2, 9 2, 8 2, 8 2, 8, 9
	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1, 2, 8
Miscellaneous Civil Complaints	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1, 2, 8 2, 8 1, 2, 8 1, 2, 8
	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2, 8
Miscellaneous Civil Petitions	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name/Change of Gender <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2, 3, 9 2, 3, 9 2, 3, 9 2 2, 7 2, 3, 8 2, 9

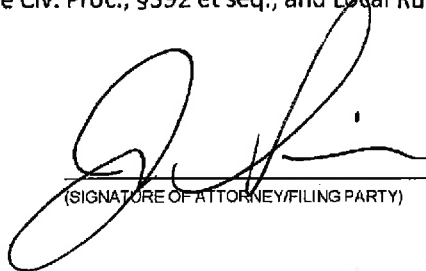
SHORT TITLE: Baban v. Scoobeez, Inc., et al.	CASE NUMBER
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Step 4: Statement of Reason and Address: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address which is the basis for the filing location, including zip code. (No address required for class action cases).

REASON: <input checked="" type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input checked="" type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11.			ADDRESS: 396 South Pasadena Ave.		
CITY: Pasadena	STATE: CA	ZIP CODE: 91105			

Step 5: Certification of Assignment: I certify that this case is properly filed in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., §392 et seq., and Local Rule 2.3(a)(1)(E)].

Dated: January 30, 2018


(SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 02/16).
5. Payment in full of the filing fee, unless there is court order for waiver, partial or scheduled payments.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

CONFORMED COPY
ORIGINAL FILED
Superior Court Of California
County Of Los Angeles

JAN 30 2018

Sherri R. Carter, Executive Officer/Clerk
By: Marlon Gomez, Deputy

ADAM REISNER, ESQ., (State Bar No. 204351)
TESSA KING, ESQ., (State Bar No. 251408)
JUSTIN SILVERMAN, (State Bar No. 292036)
REISNER & KING LLP
14724 Ventura Blvd., Suite 1210
Sherman Oaks, California 91403
Phone: (818) 981-0901
Fax: (818) 981-0902
Attorneys for PLAINTIFF **AZAD BABAN**

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

BC 69 2250

AZAD BABAN,

Plaintiff,

vs.

SCOOBEEZ, INC.;
SHAHAN OHANESSIAN, an individual;
SHOUSHAN OHANESSIAN; and
DOES 1 THROUGH 100, inclusive,

Defendants.

) Case No.:

) **COMPLAINT FOR DAMAGES:**

) **(1) ACTUAL/PERCEIVED DISABILITY**
) **HARASSMENT, VIOLATION OF**
) **CAL. GOV. CODE §§ 12940 ET SEQ.;**

) **(2) ACTUAL/PERCEIVED DISABILITY**
) **DISCRIMINATION, VIOLATION OF**
) **CAL. GOV. CODE §§ 12940 ET SEQ.;**

) **(3) ACTUAL/PERCEIVED DISABILITY**
) **RETALIATION, VIOLATION OF**
) **CAL. GOV. CODE §§ 12940 ET SEQ.;**

) **(4) VIOLATION OF THE CALIFORNIA**
) **FAMILY RIGHTS ACT, CAL. GOV.**
) **CODE §§ 12945.2 ET SEQ.;**

) **(5) FAILURE TO ENGAGE IN THE**
) **MANDATORY GOOD-FAITH**
) **INTERACTIVE PROCESS, CAL.**
) **GOV. CODE § 12940 ET SEQ.;**

) **(6) FAILURE TO ACCOMMODATE,**
) **CAL. GOV. CODE § 12940 ET SEQ.;**

) **(7) RACE/NATIONAL ORIGIN**
) **HARASSMENT, VIOLATION OF**
) **CAL. GOV. CODE §§ 12940 ET SEQ.;**

) **(8) RACE/NATIONAL ORIGIN**
) **DISCRIMINATION, VIOLATION OF**
) **CAL. GOV. CODE §§ 12940 ET SEQ.;**

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-) (9) RACE/NATIONAL ORIGIN
-) RETALIATION, VIOLATION OF
-) CAL. GOV. CODE §§ 12940 ET SEQ.;
-)
-) (10)SEX/GENDER HARASSMENT,
-) VIOLATION OF CAL. GOV. CODE §§
-) 12940 ET SEQ.;
-)
-) (11)SEX/GENDER DISCRIMINATION,
-) VIOLATION OF CAL. GOV. CODE §§
-) 12940 ET SEQ.;
-)
-) (12)SEX/GENDER RETALIATION,
-) VIOLATION OF CAL. GOV. CODE §§
-) 12940 ET SEQ.;
-)
-) (13)FAILURE TO PAY OVERTIME
-) WAGES IN VIOLATION OF CAL.
-) LABOR CODE § 510 AND IWC WAGE
-) ORDER NO. 4
-)
-) (14)FAILURE TO PROVIDE MEAL &
-) REST PERIODS, VIOLATION OF
-) CAL. LABOR CODE § 226.7, 512 &
-) IWC WAGE ORDER NO. 4;
-)
-) (15)FAILURE TO PAY WAGES IN
-) VIOLATION OF CAL. LABOR CODE
-) § 201;
-)
-) (16)FAILURE TO COMPENSATE
-) EMPLOYEE IN VIOLATION OF CAL.
-) LABOR CODE § 2926;
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-) (17)FAILURE TO INDEMNIFY,
-) VIOLATION OF CAL. LABOR CODE
-) § 2802
-)
-) (18)VIOLATION OF CAL. BUS. & PROF.
-) CODE §§ 17200 ET SEQ. FOR
-) UNFAIR BUSINESS PRACTICES;
-)
-) (19)WHISTLEBLOWER VIOLATION,
-) CAL. LABOR CODE § 1102.5;
-)
-) (20)INTENTIONAL INFLICTION OF
-) EMOTIONAL DISTRESS;
-)
-)

) (21) RETALIATION AND WRONGFUL
) TERMINATION IN VIOLATION OF
) PUBLIC POLICY.

) JURY TRIAL DEMANDED
)

COMES NOW PLAINTIFF AZAD BABAN (hereinafter referred to as “Baban” or
“Plaintiff”) and complains against the above-named Defendants and for causes of action against
the Defendants, and each of them, as follows:

I.

FIRST CAUSE OF ACTION

For Actual/Perceived Disability Harassment in Employment

[California Government Code §§ 12940 et seq.]

Against All Defendants & DOES 1 Through 100, Inclusive

1. Plaintiff incorporates herein by reference and re-alleges each and every paragraph in this
Complaint as though duly set forth in full herein.

2. At all times mentioned herein, Plaintiff was, and now is, an individual domiciled in the
County of Los Angeles, State of California.

3. Plaintiff is informed and believes, and thereon alleges that at all times relevant herein,
Defendant SCOOBEEZ, INC. (hereinafter referred to as Defendant “Scoobeez,” and collectively
with all other Defendants as “Defendants”) were, and now are, valid businesses and/or
government entities and/or a political subdivisions thereof of form unknown duly organized and
existing under the laws of the State of California, having their principal places of business in the
County of Los Angeles, State of California.

4. At all times mentioned herein, Defendant CEO SHAHAN OHANESSIAN (hereinafter
“Mr. Ohanessian” and collectively with all other Defendants as “Defendants”), was, and now is,
an individual domiciled in the County of Los Angeles, State of California, and was a Manager,
Officer, Shareholder, Director, Supervisor, Manager, Managing Agent, Owner, Principal, and/or
Employee of Defendant Scoobeez and DOES 1 through 100, and each of them.

5. At all times mentioned herein, Defendant CEO SHOUSHAN OHANESSIAN
(hereinafter “Ms. Ohanessian” and collectively with all other Defendants as “Defendants”), was,

1 and now is, an individual domiciled in the County of Los Angeles, State of California, and was a
2 Manager, Officer, Shareholder, Director, Supervisor, Manager, Managing Agent, Owner,
3 Principal, and/or Employee of Defendant Scoobeez and DOES 1 through 100, and each of them.

4 6. Plaintiff is ignorant of the true names and capacities, whether corporate, associate,
5 individual, or otherwise, of Defendants sued herein as DOES 1 - 100, inclusive, and therefore
6 sues said Defendants by such fictitious names. Plaintiff will seek leave of Court to amend this
7 Complaint to assert the true names and capacities of the fictitiously named Defendants when the
8 same have been ascertained. Plaintiff is informed and believes, and thereon alleges, that each
9 Defendant designated as "DOES" herein is legally responsible for the events, happenings, acts,
10 occurrences, indebtedness, damages and liabilities hereinafter alleged and caused injuries and
11 damages proximately thereby to the Plaintiff, as hereinafter alleged.

12 7. Plaintiff is informed and believes and thereon alleges that each of the Defendants named
13 herein has, at all times relevant to this action, been the officer, agent, employee and/or
14 representative of the remaining Defendants and has acted within the course and scope of such
15 agency and employment, and with the permission and consent of the co-defendants.

16 8. Plaintiff is informed and believes, and thereon alleges, that at all times relevant herein,
17 each DEFENDANT designated, including DOES 1 through 100, herein was the agent, partner,
18 joint venturer, alter ego, joint and special employer, representative, servant, employee, managing
19 agent, managing supervisor and/or co-conspirator of each of the other Defendants, and was at all
20 times mentioned herein acting within the course and scope of said agency and employment, and
21 that all acts or omissions alleged herein were duly committed with the ratification, knowledge,
22 permission, encouragement, authorization and consent of each Defendant designated herein.

23 9. Plaintiff is informed and believes and thereupon alleges that Defendants and DOES 1
24 through 100, herein are subject to such a degree of common ownership, control and management
25 that, in doing the things hereinafter alleged, each entity, corporation and individual was the agent
26 of each other entity, corporation and individual and is liable to plaintiff under the law for the
27 damages sustained by plaintiff.

28 10. At all times mentioned herein each and every Defendant and DOES 1 through 100 was

1 the agent, representative, employee, servant or affiliated entity of every other defendant and, in
2 doing the acts herein alleged, each defendant is liable and responsible to Plaintiff for the acts of
3 every other defendant.

4 11. Plaintiff is informed and believes and thereupon alleges that Defendants and DOES 1
5 through 100, and each of them, were thereafter his/her employers under California law, that all of
6 the Defendants and DOES 1 through 100, herein did acts consistent with the existence of an
7 employer-employee relationship with Plaintiff and all of the Defendants were owned and
8 controlled, directly or indirectly, by Defendants.

9 12. Defendants and DOES 1 through 100, a California Corporation, have such a unity of
10 interest and ownership that the separate personalities do not in reality exist and that the corporate
11 structure is just a shield for the alter ego of each other. Inequity will result if the acts in question
12 are treated as those of one of these Defendants and DOES 1 through 100, over the other.
13 Defendants and DOES 1 through 100, should be held collectively liable for the acts complained
14 of herein.

15 13. Plaintiff was an employee of Scoobeez beginning in or around August 2014, and worked
16 as a Regional Operations Manager until his wrongful termination on or about February 13, 2017.

17 14. At all times relevant herein, as an employee disabled by a severe and debilitating
18 disability, including anxiety and depression, among other related conditions and/or disabilities,
19 Plaintiff was a member of a protected class pursuant to the Fair Employment & Housing Act.

20 15. At all times relevant herein, Plaintiff was an actual, perceived, and/or potentially disabled
21 person within the meaning of Cal. Gov. Code §§ 12926.1(b) et seq., because Plaintiff was a
22 person with an actual, perceived, potentially disabling, and/or potentially disabling in the future
23 physical/mental disability(s) including, but not limited to: anxiety and depression, among other
24 related conditions and/or disabilities.

25 16. Plaintiff's impairments affect Plaintiff's musculoskeletal body system and ability to
26 perform major life activities, such as working.

27 17. At all times relevant herein, Plaintiff was able to perform the essential functions of
28 Plaintiff's job either with and/or without reasonable accommodations.

1 18. On a severe and/or pervasive basis during Plaintiff's employment with Defendant
2 Scoobeez, and continuing at least through Plaintiff's wrongful termination on or about February
3 13, 2017, and continuing through January 30, 2018, and continuing, Defendants and DOES 1
4 through 100, and each of them, harassed Plaintiff due to and substantially motivated by
5 Plaintiff's actual/perceived disabilities, need for accommodations, and/or need for protected
6 finite medical leave through the following actions, among others:

7 a) Plaintiff notified his supervisors, including Defendant Mr. Ohanessian, in mid-
8 2016 that he suffered from and was diagnosed with anxiety and depression.

9 b) However, immediately subsequently, Defendant Mr. Ohanessian refused to offer
10 any type of accommodation and persuaded Plaintiff to not see a doctor.

11 c) Thereafter, during the course of the following approximately three to four months,
12 Defendant Mr. Ohanessian directed harassing and discriminatory conduct toward Plaintiff
13 on a routine basis. For example, Mr. Ohanessian routinely accused Plaintiff of being on
14 drugs and frequently asked what drugs Plaintiff was using.

15 d) Defendant Mr. Ohanessian would further constantly disparage his employees in
16 the presence of Plaintiff, referring to them as "those Arabs" or "those Muslims" when
17 expressing frustration with delays, or simply to criticize his employees.

18 e) Defendant Ms. Ohanessian regularly ridiculed Plaintiff by telling him, "The
19 women were in power," that the company needed "a woman's touch," that he should hire
20 women and not hire men because "they could do better than men," and that "women were
21 more powerful."

22 f) In direct response to Plaintiff notifying Scoobeez of his disabilities and requesting
23 accommodations, Mr. Ohanessian substantially reduced Plaintiff's work responsibilities
24 as a biased personnel management decision.

25 g) On or around January 2017, Plaintiff requested and took medically protected
26 leave due to his disabilities. However, immediately following, Defendant Mr. Ohanessian
27 unlawfully retaliated against Plaintiff by wrongfully terminating him on or around
28 February 13, 2017, in extremely close proximity

h) As such, Plaintiff was wrongfully terminated due to his disabilities and related complaints on or about February 13, 2017.

i) Plaintiff was treated differently, disparately, and negatively because of his actual/perceived disabilities, including but not limited to Defendants harassing Plaintiff (as aforesaid), failing to initiate and thereafter participate in the mandatory good-faith interactive process to determine the nature and extent of Plaintiff's disabilities and determine whether reasonable accommodations were possible, failing to provide Plaintiff reasonable accommodations, denying Plaintiff opportunities, unfairly disciplining Plaintiff, overly monitoring and scrutinizing Plaintiff, denying Plaintiff benefits, wrongfully terminating Plaintiff, and refusing to return Plaintiff back to Plaintiff's former position or offer Plaintiff employment in any capacity, and failing to rehire Plaintiff.

j) At least through January 30, 2018, and continuing, Defendants failed and/or refused to rehire/reinstate Plaintiff and/or offer Plaintiff employment in any capacity or investigate Plaintiff's complaints and take appropriate remedial actions.

19. In doing the acts alleged herein, Defendants and DOES 1 through 100, and each of them, were substantially motivated by Plaintiff's actual/perceived disabilities, need for accommodations, and/or need for legally protected finite medical leave.

20. A reasonable person in Plaintiff's circumstances would have considered the work environment to be hostile or abusive.

21. Plaintiff considered the work environment to be hostile or abusive towards Plaintiff and disabled individuals, and favorable to non-disabled individuals.

22. At all times relevant herein, Plaintiff believes and further alleges that Defendant Scoobeez and/or its agents/representatives failed to timely, properly, and/or completely investigate the harassment Plaintiff was routinely subjected to and ratified and condoned the unlawful behavior.

23. The acts and conduct of Defendants and DOES 1 through 100, and each of them, as aforesaid, were in violation of Cal. Government Code §§ 12940 et seq. Said statutes impose certain duties upon Defendants concerning harassment against persons, such as Plaintiff, on the

1 basis of actual/perceived disabilities and the prohibition of actual/perceived disability
2 harassment. Said statutes were intended to prevent the type of disability and damage herein set
3 forth.

4 24. By the acts and conduct described above, Defendants and DOES 1 through 100, and each
5 of them, in violation of said statutes, knew about, or should have known about, and failed to
6 investigate and/or properly investigate, prevent or remedy the disability harassment.

7 25. Prior to the initiation of this lawsuit, Plaintiff filed a timely complaint against each named
8 Defendant with the DFEH pursuant to Cal. Government Code § 12900 et seq. and has received
9 Right-to-Sue notices in a California Superior Court pursuant to California Government Code §
10 12965(b). Attached hereto and incorporated herein as Exhibit "A" are said Complaints and by
11 reference hereto are made a part hereof. Attached hereto and incorporated herein as Exhibit "B"
12 are said Right-to-Sue notices and by reference hereto are made a part hereof. Plaintiff has
13 therefore exhausted Plaintiff's administrative remedies under the California Government Code.

14 26. As a direct and legal result of the acts and omissions of Defendants and DOES 1 through
15 100, Plaintiff was rendered sick, sore, lame, disabled and/or disordered, both internally and/or
16 externally, and/or suffered, among other things, numerous internal injuries, severe fright, shock,
17 pain, discomfort and/or anxiety.

18 27. As a further legal result of the acts and omissions of Defendants and DOES 1 through
19 100, Plaintiff has been forced and/or will be forced to incur expenses for medical care, X-rays,
20 and/or laboratory costs during the period of Plaintiff's disability, and/or is informed and believes,
21 and thereon alleges, that Plaintiff will in the future be forced to incur additional expenses of the
22 same nature, all in an amount which is at present unknown. Plaintiff will pray leave of court to
23 show the exact amount of said expenses at the time of trial.

24 28. Prior to the occurrence of the incidents, Plaintiff was an able-bodied individual, but since
25 said incidents has been unable to engage fully and/or partially in Plaintiff's occupation, and is
26 informed and believes, and thereon alleges, that Plaintiff will be fully and/or partially
27 incapacitated and/or unable to perform Plaintiff's usual work for an indefinite period of time in
28 the future, all to Plaintiff's damage in an amount which is at present unascertained. Plaintiff will

1 pray leave of court to show the total amount of loss of earnings at the time of trial.

2 29. As a further direct and legal result of the acts and conduct of Defendants and DOES 1
3 through 100, Plaintiff has been caused, and did suffer, and continues to suffer severe and
4 permanent emotional and/or mental distress and/or anguish, humiliation, embarrassment, fright,
5 shock, pain, discomfort and/or anxiety. The exact nature and extent of said injuries is presently
6 unknown to Plaintiff, who will pray leave of court to assert the same when they are ascertained.

7 30. The aforementioned acts of Defendants and DOES 1 through 100, and each of them, were
8 willful, wanton, malicious, intentional, oppressive and/or despicable and were done in willful
9 and conscious disregard of the rights, welfare and safety of Plaintiff, and were done by
10 managerial agents and employees of Defendant Scoobeez and DOES 1 through 100, and with the
11 express knowledge, consent, and/or ratification of managerial agents and employees of
12 Defendant Scoobeez and DOES 1 through 100, thereby justifying the awarding of punitive and
13 exemplary damages in an amount to be determined at the time of trial pursuant to California
14 Civil Code § 3294(a) and (b).

15 31. By the aforesaid acts and conduct of Defendants and DOES 1 through 100, Plaintiff has
16 been directly and legally caused to suffer actual damages pursuant to California Civil Code §
17 3333 including, but not limited to, loss of earnings and future earning capacity, medical and
18 related expenses for care and procedures both now and in the future, attorneys' fees, and other
19 pecuniary loss not presently ascertained, for which Plaintiff will seek leave of court to amend
20 when ascertained.

21 32. As a result of the harassing acts of Defendants and DOES 1 through 100, as alleged
22 herein, Plaintiff is entitled to reasonable attorneys' fees and costs of said suit as specifically
23 provided in California Government Code § 12965(b).

24 33. The FEHA also provides remedies, including but not limited to, declaratory and
25 injunctive relief. As such, Plaintiff is entitled to both declaratory and injunctive relief as a result
26 of Defendants' unlawful conduct.

27 34. Plaintiff has been damaged in an amount within the jurisdictional limits of this Court.

28 ///

II.

SECOND CAUSE OF ACTION

For Actual/Perceived Disability Discrimination in Employment

[California Government Code §§ 12940 et seq.]

Against Defendants Scoobeez & DOES 1 Through 100, Only

35. Plaintiff incorporates herein by reference and re-alleges each and every paragraph in this Complaint as though duly set forth in full herein.

36. Plaintiff was an employee of Scoobeez beginning in or around August 2014, and worked as a Regional Operations Manager until his wrongful termination on or about February 13, 2017.

37. At all times relevant herein, Plaintiff was an actual, perceived, and/or potentially disabled person within the meaning of Cal. Gov. Code §§ 12926.1(b) et seq., because Plaintiff was a person with an actual, perceived, potentially disabling, and/or potentially disabling in the future physical/mental disability(s) including, but not limited to: anxiety and depression, among other related conditions and/or disabilities.

38. At all times relevant herein, Defendant Scoobeez had notice of Plaintiff's disabilities and/or need for accommodations. For example, Defendant Scoobeez and its relevant Supervisors sent Plaintiff to a clinic immediately following him sustaining his disability for treatment.

39. Plaintiff's impairments affect his musculoskeletal body system and ability to perform major life activities, such as working.

40. At all times relevant herein, as an employee disabled by a severe and debilitating physical/mental disability, Plaintiff was a member of a protected class.

41. At all times relevant herein, Plaintiff was qualified for and/or competently performed the position(s) held throughout his employment with Defendant Scoobeez.

42. At all times relevant herein, Plaintiff was able to perform the essential functions of his job either with and/or without reasonable accommodations.

43. Starting during Plaintiff's employment, and continuing through Plaintiff's wrongful termination on or about February 13, 2017, and continuing through January 30, 2018, and continuing, as a result of and substantially motivated by Plaintiff's actual/perceived disabilities,

1 need for accommodations, and/or need for protected finite leave, Defendants and DOES 1
2 through 100, and each of them, subjected Plaintiff to discriminatory treatment and/or adverse
3 employment actions, including the following actions, among others:

4 a) Plaintiff was treated differently, disparately, and negatively because of his
5 actual/perceived disabilities, including but not limited to Defendants harassing Plaintiff
6 (as aforesaid), failing to initiate and thereafter participate in the mandatory good-faith
7 interactive process to determine the nature and extent of Plaintiff's disabilities and
8 determine whether reasonable accommodations were possible, failing to provide Plaintiff
9 reasonable accommodations, denying Plaintiff opportunities, unfairly disciplining
10 Plaintiff, overly monitoring and scrutinizing Plaintiff, denying Plaintiff benefits,
11 wrongfully terminating Plaintiff, and refusing to return Plaintiff back to Plaintiff's former
12 position or offer Plaintiff employment in any capacity, and failing to rehire Plaintiff.

13 b) Plaintiff notified his supervisors, including Defendant Mr. Ohanessian, in mid-
14 2016 that he suffered from and was diagnosed with anxiety and depression.

15 c) However, immediately subsequently, Defendant Mr. Ohanessian refused to offer
16 any type of accommodation and persuaded Plaintiff to not see a doctor.

17 d) Thereafter, during the course of the following approximately three to four months,
18 Defendant Mr. Ohanessian directed harassing and discriminatory conduct toward Plaintiff
19 on a routine basis. For example, Mr. Ohanessian routinely accused Plaintiff of being on
20 drugs and frequently asked what drugs Plaintiff was using.

21 e) Defendant Mr. Ohanessian would further constantly disparage his employees in
22 the presence of Plaintiff, referring to them as "those Arabs" or "those Muslims" when
23 expressing frustration with delays, or simply to criticize his employees.

24 f) Defendant Ms. Ohanessian regularly ridiculed Plaintiff by telling him, "The
25 women were in power," that the company needed "a woman's touch," that he should hire
26 women and not hire men because "they could do better than men," and that "women were
27 more powerful."

28 g) In direct response to Plaintiff notifying Scoobeez of his disabilities and requesting

1 accommodations, Mr. Ohanessian substantially reduced Plaintiff's work responsibilities
2 as a biased personnel management decision.

3 h) On or around January 2017, Plaintiff requested and took medically protected
4 leave due to his disabilities. However, immediately following, Defendant Mr. Ohanessian
5 unlawfully retaliated against Plaintiff by wrongfully terminating him on or around
6 February 13, 2017, in extremely close proximity

7 i) As such, Plaintiff was wrongfully terminated due to his disabilities and related
8 complaints on or about February 13, 2017.

9 j) At least through January 30, 2018, and continuing, Defendants failed and/or
10 refused to rehire/reinstate Plaintiff and/or offer Plaintiff employment in any capacity or
11 investigate Plaintiff's complaints and take appropriate remedial actions.

12 44. Plaintiff was replaced by a non-disabled employee.

13 45. In doing the acts alleged herein, Defendants and DOES 1 through 100, and each of them,
14 were substantially motivated by Plaintiff's actual/perceived disabilities, need for
15 accommodations, and/or need for legally protected finite medical leave.

16 46. At all times relevant herein, Plaintiff believes and further alleges that Defendant
17 Scoobeez and/or its agents/representatives failed to timely, properly, and/or completely
18 investigate the discrimination Plaintiff was routinely subjected to and ratified and condoned the
19 unlawful behavior.

20 47. The acts and conduct of Defendants and DOES 1 through 100, and each of them, as
21 aforesaid, were in violation of Cal. Gov. Code §§ 12940 et seq. Said statutes impose certain
22 duties upon Defendant Scoobeez concerning discrimination against persons, such as Plaintiff, on
23 the basis of disabilities and the prohibition of disability discrimination. Said statutes were
24 intended to prevent the type of injury and damage herein set forth.

25 48. By the acts and conduct described above, Defendants and DOES 1 through 100, and each
26 of them, in violation of said statutes, knew about, or should have known about, and failed to
27 investigate and/or properly investigate, prevent or remedy the actual/perceived disability
28 discrimination. When Plaintiff was discriminated against, Plaintiff's actual/perceived

1 disability(s) were substantial motivating reasons and/or factors in Defendants' conduct.

2 49. Prior to the initiation of this lawsuit, Plaintiff filed a timely complaint against each named
3 Defendant with the DFEH pursuant to Cal. Government Code § 12900 et seq. and has received
4 Right-to-Sue notices in a California Superior Court pursuant to California Government Code §
5 12965(b). Attached hereto and incorporated herein as Exhibit "A" are said Complaints and by
6 reference hereto are made a part hereof. Attached hereto and incorporated herein as Exhibit "B"
7 are said Right-to-Sue notices and by reference hereto are made a part hereof. Plaintiff has
8 therefore exhausted Plaintiff's administrative remedies under the California Government Code.

9 50. As a direct and legal result of the acts and omissions of Defendants and DOES 1 through
10 100, Plaintiff was rendered sick, sore, lame, disabled and/or disordered, both internally and/or
11 externally, and/or suffered, among other things, numerous internal injuries, severe fright, shock,
12 pain, discomfort and/or anxiety.

13 51. As a further legal result of the acts and omissions of Defendants and DOES 1 through
14 100, Plaintiff has been forced and/or will be forced to incur expenses for medical care, X-rays,
15 and/or laboratory costs during the period of Plaintiff's disability, and/or is informed and believes,
16 and thereon alleges, that Plaintiff will in the future be forced to incur additional expenses of the
17 same nature, all in an amount which is at present unknown. Plaintiff will pray leave of court to
18 show the exact amount of said expenses at the time of trial.

19 52. Prior to the occurrence of the incidents, Plaintiff was an able-bodied individual, but since
20 said incidents has been unable to engage fully and/or partially in Plaintiff's occupation, and is
21 informed and believes, and thereon alleges, that Plaintiff will be fully and/or partially
22 incapacitated and/or unable to perform Plaintiff's usual work for an indefinite period of time in
23 the future, all to Plaintiff's damage in an amount which is at present unascertained. Plaintiff will
24 pray leave of court to show the total amount of loss of earnings at the time of trial.

25 53. As a further direct and legal result of the acts and conduct of Defendants and DOES 1
26 through 100, Plaintiff has been caused, and did suffer, and continues to suffer severe and
27 permanent emotional and/or mental distress and/or anguish, humiliation, embarrassment, fright,
28 shock, pain, discomfort and/or anxiety. The exact nature and extent of said injuries is presently

1 unknown to Plaintiff, who will pray leave of court to assert the same when they are ascertained.

2 54. The aforementioned acts of Defendants and DOES 1 through 100, and each of them, were
3 willful, wanton, malicious, intentional, oppressive and/or despicable and were done in willful
4 and conscious disregard of the rights, welfare and safety of Plaintiff, and were done by
5 managerial agents and employees of Defendant Scoobeez and DOES 1 through 100, and with the
6 express knowledge, consent, and/or ratification of managerial agents and employees of
7 Defendant Scoobeez and DOES 1 through 100, thereby justifying the awarding of punitive and
8 exemplary damages in an amount to be determined at the time of trial pursuant to California
9 Civil Code § 3294(a) and (b).

10 55. By the aforesaid acts and conduct of Defendants and DOES 1 through 100, Plaintiff has
11 been directly and legally caused to suffer actual damages pursuant to California Civil Code §
12 3333 including, but not limited to, loss of earnings and future earning capacity, medical and
13 related expenses for care and procedures both now and in the future, attorneys' fees, and other
14 pecuniary loss not presently ascertained, for which Plaintiff will seek leave of court to amend
15 when ascertained.

16 56. As a result of the discriminatory acts of Defendants and DOES 1 through 100, as alleged
17 herein, Plaintiff is entitled to reasonable attorneys' fees and costs of said suit as specifically
18 provided in California Government Code § 12965(b).

19 57. The FEHA also provides remedies, including but not limited to, declaratory and
20 injunctive relief. As such, Plaintiff is entitled to both declaratory and injunctive relief as a result
21 of Defendants' unlawful conduct.

22 58. Plaintiff has been damaged in an amount within the jurisdictional limits of this Court.

23 **III.**

24 **THIRD CAUSE OF ACTION**

25 **For Actual/Perceived Disability Retaliation in Employment**

26 **[California Government Code §§ 12940 et seq.]**

27 **Against Defendant Scoobeez & DOES 1 Through 100, Only**

28 59. Plaintiff incorporates herein by reference and re-alleges each and every paragraph in this

1 Complaint as though duly set forth in full herein.

2 60. Plaintiff was an employee of Scoobeez beginning in or around August 2014, and worked
3 as a Regional Operations Manager until his wrongful termination on or about February 13, 2017.

4 61. Plaintiff was, at all times material hereto, a disabled employee (and one who engaged in
5 legally protected conduct) and within a protected class covered by Cal. Gov. Code § 12940, as
6 Plaintiff suffered from anxiety and depression, among other related conditions and/or disabilities.

7 62. Plaintiff's impairments affect his musculoskeletal body system and ability to perform
8 major life activities, such as working.

9 63. Starting during Plaintiff's employment, and continuing through Plaintiff's wrongful
10 termination on or about February 13, 2017, and continuing through January 30, 2018, and
11 continuing, Defendant Scoobeez retaliated against Plaintiff as a result of Plaintiff asserting his
12 legal rights and/or complaining about and/or protesting against the disability harassment and
13 discrimination Plaintiff was subjected to.

14 64. Plaintiff asserted his legal rights, for example partaking in protected activity and
15 protesting and complaining, on the following occasions, among others:

16 a) Plaintiff engaged in legally protected activity by notifying his employer of his
17 injuries, disabilities, need for accommodations, need to seek medical treatment, and/or
18 need for legally protected medical leave.

19 b) Plaintiff engaged in legally protected activity by requesting/taking legally
20 protected medical leave due to his disability.

21 c) Plaintiff complained about the aforementioned harassment and discrimination
22 directly to his supervisors.

23 65. However, Defendant Scoobeez and DOES 1 through 100, and each of them, retaliated
24 against Plaintiff, due to and substantially motivated by Plaintiff's actual/perceived disability(s),
25 requesting accommodations, or protected finite leave, and/or due to Plaintiff engaging in the
26 aforesaid legally protected activities (complaints/protests), through the following actions, among
27 others:

28 a) Plaintiff was treated differently, disparately, and negatively because of his

1 complaints of disability harassment and discrimination, including but not limited to
2 Defendants harassing Plaintiff (as aforesaid), failing to initiate and thereafter participate
3 in the mandatory good-faith interactive process to determine the nature and extent of
4 Plaintiff's disabilities and determine whether reasonable accommodations were possible,
5 failing to provide Plaintiff reasonable accommodations, denying Plaintiff opportunities,
6 unfairly disciplining Plaintiff, overly monitoring and scrutinizing Plaintiff, denying
7 Plaintiff benefits, wrongfully terminating Plaintiff, and refusing to return Plaintiff back to
8 Plaintiff's former position or offer Plaintiff employment in any capacity, and failing to
9 rehire Plaintiff.

10 b) Plaintiff notified his supervisors, including Defendant Mr. Ohanessian, in mid-
11 2016 that he suffered from and was diagnosed with anxiety and depression.

12 c) However, immediately subsequently, Defendant Mr. Ohanessian refused to offer
13 any type of accommodation and persuaded Plaintiff to not see a doctor.

14 d) Thereafter, during the course of the following approximately three to four months,
15 Defendant Mr. Ohanessian directed harassing and discriminatory conduct toward Plaintiff
16 on a routine basis. For example, Mr. Ohanessian routinely accused Plaintiff of being on
17 drugs and frequently asked what drugs Plaintiff was using.

18 e) Defendant Mr. Ohanessian would further constantly disparage his employees in
19 the presence of Plaintiff, referring to them as "those Arabs" or "those Muslims" when
20 expressing frustration with delays, or simply to criticize his employees.

21 f) Defendant Ms. Ohanessian regularly ridiculed Plaintiff by telling him, "The
22 women were in power," that the company needed "a woman's touch," that he should hire
23 women and not hire men because "they could do better than men," and that "women were
24 more powerful."

25 g) In direct response to Plaintiff notifying Scoobeez of his disabilities and requesting
26 accommodations, Mr. Ohanessian substantially reduced Plaintiff's work responsibilities
27 as a biased personnel management decision.

28 h) On or around January 2017, Plaintiff requested and took medically protected

1 leave due to his disabilities. However, immediately following, Defendant Mr. Ohanessian
2 unlawfully retaliated against Plaintiff by wrongfully terminating him on or around
3 February 13, 2017, in extremely close proximity

4 i) As such, Plaintiff was wrongfully terminated due to his disabilities and related
5 complaints on or about February 13, 2017.

6 j) At least through January 30, 2018, and continuing, Defendants failed and/or
7 refused to rehire/reinstate Plaintiff and/or offer Plaintiff employment in any capacity or
8 investigate Plaintiff's complaints and take appropriate remedial actions.

9 66. In doing the acts alleged herein, Defendants and DOES 1 through 100, and each of them,
10 were substantially motivated by Plaintiff's actual/perceived disabilities, need for
11 accommodations, need for legally protected medical leave, and/or aforesaid legally protected
12 activities (complaints/protests).

13 67. At all times relevant herein, Plaintiff believes and further alleges that Defendant
14 Scoobeez and/or its agents/representatives failed to timely, properly, and/or completely
15 investigate the retaliation Plaintiff was routinely subjected to and ratified and condoned the
16 unlawful behavior.

17 68. The acts and conduct of Defendants and DOES 1 through 100, and each of them, as
18 aforesaid, were in violation of California Government Code §§ 12940 et seq. Said statutes
19 impose certain duties upon Defendants, and each of them, concerning retaliation against persons,
20 such as Plaintiff, on the basis of disabilities and the prohibition of actual/perceived disability
21 retaliation. Said statutes were intended to prevent the type of injury and damage herein set forth.

22 69. By the acts and conduct described above, Defendants and DOES 1 through 100, and each
23 of them, in violation of said statutes, knew about, or should have known about, and failed to
24 investigate and/or properly investigate, prevent or remedy the disability retaliation. When
25 Plaintiff was retaliated against, Plaintiff's disability(s) and/or complaints about the unlawful
26 conduct were substantial motivating reasons and/or factors in Defendants' conduct.

27 70. Prior to the initiation of this lawsuit, Plaintiff filed a timely complaint against each named
28 Defendant with the DFEH pursuant to Cal. Government Code § 12900 et seq. and has received

1 Right-to-Sue notices in a California Superior Court pursuant to California Government Code §
2 12965(b). Attached hereto and incorporated herein as Exhibit "A" are said Complaints and by
3 reference hereto are made a part hereof. Attached hereto and incorporated herein as Exhibit "B"
4 are said Right-to-Sue notices and by reference hereto are made a part hereof. Plaintiff has
5 therefore exhausted Plaintiff's administrative remedies under the California Government Code.

6 71. As a direct and legal result of the acts and omissions of Defendants and DOES 1 through
7 100, Plaintiff was rendered sick, sore, lame, disabled and/or disordered, both internally and/or
8 externally, and/or suffered, among other things, numerous internal injuries, severe fright, shock,
9 pain, discomfort and/or anxiety.

10 72. As a further legal result of the acts and omissions of Defendants and DOES 1 through
11 100, Plaintiff has been forced and/or will be forced to incur expenses for medical care, X-rays,
12 and/or laboratory costs during the period of Plaintiff's disability, and/or is informed and believes,
13 and thereon alleges, that Plaintiff will in the future be forced to incur additional expenses of the
14 same nature, all in an amount which is at present unknown. Plaintiff will pray leave of court to
15 show the exact amount of said expenses at the time of trial.

16 73. Prior to the occurrence of the incidents, Plaintiff was an able-bodied individual, but since
17 said incidents has been unable to engage fully and/or partially in Plaintiff's occupation, and is
18 informed and believes, and thereon alleges, that Plaintiff will be fully and/or partially
19 incapacitated and/or unable to perform Plaintiff's usual work for an indefinite period of time in
20 the future, all to Plaintiff's damage in an amount which is at present unascertained. Plaintiff will
21 pray leave of court to show the total amount of loss of earnings at the time of trial.

22 74. As a further direct and legal result of the acts and conduct of Defendants and DOES 1
23 through 100, Plaintiff has been caused, and did suffer, and continues to suffer severe and
24 permanent emotional and/or mental distress and/or anguish, humiliation, embarrassment, fright,
25 shock, pain, discomfort and/or anxiety. The exact nature and extent of said injuries is presently
26 unknown to Plaintiff, who will pray leave of court to assert the same when they are ascertained.

27 75. The aforementioned acts of Defendants and DOES 1 through 100, and each of them, were
28 willful, wanton, malicious, intentional, oppressive and/or despicable and were done in willful

1 and conscious disregard of the rights, welfare and safety of Plaintiff, and were done by
2 managerial agents and employees of Defendant Scoobeez and DOES 1 through 100, and with the
3 express knowledge, consent, and/or ratification of managerial agents and employees of
4 Defendant Scoobeez and DOES 1 through 100, thereby justifying the awarding of punitive and
5 exemplary damages in an amount to be determined at the time of trial pursuant to California
6 Civil Code § 3294(a) and (b).

7 76. By the aforesaid acts and conduct of Defendants and DOES 1 through 100, Plaintiff has
8 been directly and legally caused to suffer actual damages pursuant to California Civil Code §
9 3333 including, but not limited to, loss of earnings and future earning capacity, medical and
10 related expenses for care and procedures both now and in the future, attorneys' fees, and other
11 pecuniary loss not presently ascertained, for which Plaintiff will seek leave of court to amend
12 when ascertained.

13 77. As a result of the retaliatory acts of Defendants and DOES 1 through 100, as alleged
14 herein, Plaintiff is entitled to reasonable attorneys' fees and costs of said suit as specifically
15 provided in California Government Code § 12965(b).

16 78. The FEHA also provides remedies, including but not limited to, declaratory and
17 injunctive relief. As such, Plaintiff is entitled to both declaratory and injunctive relief as a result
18 of Defendants' unlawful conduct.

19 79. Plaintiff has been damaged in an amount within the jurisdictional limits of this Court.

20 **IV.**

21 **FOURTH CAUSE OF ACTION**

22 **For Violation of the California Family Rights Act**

23 **[California Government Code §§ 12945.2 et seq.]**

24 **Against Defendant Scoobeez & DOES 1 Through 100, Only**

25 80. Plaintiff incorporates herein by reference and re-alleges each and every paragraph in this
26 Complaint as though duly set forth in full herein.

27 81. Plaintiff was an employee of Scoobeez beginning in or around August 2014, and worked
28 as a Regional Operations Manager until his wrongful termination on or about February 13, 2017.

1 82. Plaintiff was an employee of Defendant Scoobeez who qualified for leave due to an
2 actual physical/mental disability(s) and for medical purposes pursuant to California Government
3 Code §§ 12945.2 et seq.

4 83. Plaintiff's impairments affect his musculoskeletal body system and ability to perform
5 major life activities, such as working.

6 84. At all times herein mentioned, Defendant Scoobeez was an employer who regularly
7 employed 50 or more employees, and therefore within the definition provided by California
8 Government Code § 12945.2.

9 85. Plaintiff worked for Defendant Scoobeez for over one (1) year and worked over 1250
10 hours in the year prior to taking and/or request for medical leave.

11 86. At all times relevant herein, Plaintiff was an actual, perceived, and/or potentially disabled
12 person within the meaning of Cal. Gov. Code §§ 12926.1(b) et seq., because Plaintiff was a
13 person with an actual, perceived, potentially disabling, and/or potentially disabling in the future
14 physical/mental disability(s) including, but not limited to: suffering from anxiety and depression,
15 among other related conditions and/or disabilities.

16 87. Plaintiff was affected by his physical/mental disability(s) during his employment, and
17 continuing at least through the time of his wrongful termination on or about February 13, 2017,
18 and continuing thereafter through January 30, 2018, and continuing, thereby entitling Plaintiff to
19 medical leave pursuant to the California Family Rights Act ("CFRA").

20 88. Plaintiff informed Defendant Scoobeez and its relevant Supervisors of his disability,
21 restrictions, need for accommodations, and need/potential need for protected medical leave.

22 89. As a result of Plaintiff requesting and/or taking legally protected CFRA medical leave,
23 Plaintiff was subjected to further discriminatory and retaliatory treatment by Defendant
24 Scoobeez including, but not limited to:

- 25 a) Plaintiff was treated differently, disparately, and negatively because of his
26 actual/perceived disabilities and request to take CFRA leave, including but not limited to
27 Defendants harassing Plaintiff (as aforesaid), failing to initiate and thereafter participate
28 in the mandatory good-faith interactive process to determine the nature and extent of

1 Plaintiff's disabilities and determine whether reasonable accommodations were possible,
2 failing to provide Plaintiff reasonable accommodations, denying Plaintiff opportunities,
3 unfairly disciplining Plaintiff, overly monitoring and scrutinizing Plaintiff, denying
4 Plaintiff benefits, wrongfully terminating Plaintiff, and refusing to return Plaintiff back to
5 Plaintiff's former position or offer Plaintiff employment in any capacity, and failing to
6 rehire Plaintiff.

7 b) Plaintiff notified his supervisors, including Defendant Mr. Ohanessian, in mid-
8 2016 that he suffered from and was diagnosed with anxiety and depression.

9 c) However, immediately subsequently, Defendant Mr. Ohanessian refused to offer
10 any type of accommodation and persuaded Plaintiff to not see a doctor.

11 d) Thereafter, during the course of the following approximately three to four months,
12 Defendant Mr. Ohanessian directed harassing and discriminatory conduct toward Plaintiff
13 on a routine basis. For example, Mr. Ohanessian routinely accused Plaintiff of being on
14 drugs and frequently asked what drugs Plaintiff was using.

15 e) Defendant Mr. Ohanessian would further constantly disparage his employees in
16 the presence of Plaintiff, referring to them as "those Arabs" or "those Muslims" when
17 expressing frustration with delays, or simply to criticize his employees.

18 f) Defendant Ms. Ohanessian regularly ridiculed Plaintiff by telling him, "The
19 women were in power," that the company needed "a woman's touch," that he should hire
20 women and not hire men because "they could do better than men," and that "women were
21 more powerful."

22 g) In direct response to Plaintiff notifying Scoobeez of his disabilities and requesting
23 accommodations, Mr. Ohanessian substantially reduced Plaintiff's work responsibilities
24 as a biased personnel management decision.

25 h) On or around January 2017, Plaintiff requested and took medically protected
26 leave due to his disabilities. However, immediately following, Defendant Mr. Ohanessian
27 unlawfully retaliated against Plaintiff by wrongfully terminating him on or around
28 February 13, 2017, in extremely close proximity

1 i) As such, Plaintiff was wrongfully terminated due to his request for leave and
2 related complaints on or about February 13, 2017.

3 j) At least through January 30, 2018, and continuing, Defendants failed and/or
4 refused to rehire/reinstate Plaintiff and/or offer Plaintiff employment in any capacity or
5 investigate Plaintiff's complaints and take appropriate remedial actions.

6 90. In doing the acts alleged herein, Defendant Scoobeez and DOES 1 through 100, and each
7 of them, were substantially motivated by Plaintiff requesting and/or taking legally protected
8 CFRA medical leave.

9 91. Based on information and belief, Plaintiff alleges Plaintiff was replaced by an employee
10 who did not request and/or take legally protected leave pursuant to the CFRA.

11 92. At all times relevant herein, Plaintiff believes and further alleges Defendant Scoobeez
12 and/or its agents/representatives failed to timely, properly, and/or completely investigate the
13 discrimination and/or retaliation Plaintiff was subjected to based on Plaintiff requesting and/or
14 taking protected CFRA leave, and instead ratified and condoned the unlawful conduct.

15 93. By the acts and conduct described above, Defendant Scoobeez, in violation of said
16 statutes, knew about, or should have known about, and failed to investigate and/or properly
17 investigate, prevent or remedy the retaliation and discrimination in violation of the CFRA. The
18 acts of discrimination and retaliation described herein were sufficiently pervasive so as to alter
19 the conditions of employment and created an abusive working environment.

20 94. Prior to the initiation of this lawsuit, Plaintiff filed a timely complaint against each named
21 Defendant with the DFEH pursuant to Cal. Government Code § 12900 et seq. and has received
22 Right-to-Sue notices in a California Superior Court pursuant to California Government Code §
23 12965(b). Attached hereto and incorporated herein as Exhibit "A" are said Complaints and by
24 reference hereto are made a part hereof. Attached hereto and incorporated herein as Exhibit "B"
25 are said Right-to-Sue notices and by reference hereto are made a part hereof. Plaintiff has
26 therefore exhausted Plaintiff's administrative remedies under the California Government Code.

27 95. As a direct and legal result of the acts and omissions of Defendants and DOES 1 through
28 100, Plaintiff was rendered sick, sore, lame, disabled and/or disordered, both internally and/or

1 externally, and/or suffered, among other things, numerous internal injuries, severe fright, shock,
2 pain, discomfort and/or anxiety.

3 96. As a further legal result of the acts and omissions of Defendants and DOES 1 through
4 100, Plaintiff has been forced and/or will be forced to incur expenses for medical care, X-rays,
5 and/or laboratory costs during the period of Plaintiff's disability, and/or is informed and believes,
6 and thereon alleges, that Plaintiff will in the future be forced to incur additional expenses of the
7 same nature, all in an amount which is at present unknown. Plaintiff will pray leave of court to
8 show the exact amount of said expenses at the time of trial.

9 97. Prior to the occurrence of the incidents, Plaintiff was an able-bodied individual, but since
10 said incidents has been unable to engage fully and/or partially in Plaintiff's occupation, and is
11 informed and believes, and thereon alleges, that Plaintiff will be fully and/or partially
12 incapacitated and/or unable to perform Plaintiff's usual work for an indefinite period of time in
13 the future, all to Plaintiff's damage in an amount which is at present unascertained. Plaintiff will
14 pray leave of court to show the total amount of loss of earnings at the time of trial.

15 98. As a further direct and legal result of the acts and conduct of Defendants and DOES 1
16 through 100, Plaintiff has been caused, and did suffer, and continues to suffer severe and
17 permanent emotional and/or mental distress and/or anguish, humiliation, embarrassment, fright,
18 shock, pain, discomfort and/or anxiety. The exact nature and extent of said injuries is presently
19 unknown to Plaintiff, who will pray leave of court to assert the same when they are ascertained.

20 99. The aforementioned acts of Defendants and DOES 1 through 100, and each of them, were
21 willful, wanton, malicious, intentional, oppressive and/or despicable and were done in willful
22 and conscious disregard of the rights, welfare and safety of Plaintiff, and were done by
23 managerial agents and employees of Defendant Scoobeez and DOES 1 through 100, and with the
24 express knowledge, consent, and/or ratification of managerial agents and employees of
25 Defendant Scoobeez and DOES 1 through 100, thereby justifying the awarding of punitive and
26 exemplary damages in an amount to be determined at the time of trial pursuant to California
27 Civil Code § 3294(a) and (b).

28 100. By the aforesaid acts and conduct of Defendants and DOES 1 through 100, Plaintiff has

1 been directly and legally caused to suffer actual damages pursuant to California Civil Code §
2 3333 including, but not limited to, loss of earnings and future earning capacity, medical and
3 related expenses for care and procedures both now and in the future, attorneys' fees, and other
4 pecuniary loss not presently ascertained, for which Plaintiff will seek leave of court to amend
5 when ascertained.

6 101. As a result of the unlawful acts of Defendants and DOES 1 through 100, as alleged
7 herein, Plaintiff is entitled to reasonable attorneys' fees and costs of said suit as specifically
8 provided in California Government Code § 12965(b).

9 102. Plaintiff has been damaged in an amount within the jurisdictional limits of this Court.

10 V.

11 **FIFTH CAUSE OF ACTION**

12 **Failure to Engage in the Mandatory Good-Faith Interactive Process**

13 **[California Government Code § 12940 et. seq.]**

14 **Against Defendant Scoobeez & DOES 1 Through 100, Only**

15 103. Plaintiff incorporates herein by reference and re-alleges each and every paragraph in this
16 Complaint as though duly set forth in full herein.

17 104. At all times relevant herein, Plaintiff was an actual, perceived, and/or potentially disabled
18 person within the meaning of Cal. Gov. Code §§ 12926.1(b) et seq., because Plaintiff was a
19 person with an actual, perceived, potentially disabling, and/or potentially disabling in the future
20 physical/mental disability(s) including, but not limited to: anxiety and depression, among other
21 related conditions and/or disabilities.

22 105. At all times relevant herein, Plaintiff's impairments affected and/or affect Plaintiff's
23 mental and psychological condition and/or Plaintiff's musculoskeletal body system, thereby
24 affecting Plaintiff's ability to perform major life activities, such as working.

25 106. At all times relevant herein, Defendant Scoobeez failed to engage in a good-faith
26 interactive process with Plaintiff to determine whether it would be possible to provide reasonable
27 accommodations as required by Cal. Gov. Code § 12940.

28 107. California Gov. Code § 12940 generally provides that it is an unlawful employment

1 practice for an employer or other entity covered by the FEHA to fail to engage in a timely, good-
2 faith, interactive process with the employee to determine effective reasonable accommodations,
3 if any, for an employee with a known physical or mental disability or known medical condition.

4 108. Defendant Scoobeez was an "employer" pursuant to Cal. Gov. Code §§ 12900 et seq. and
5 therefore a covered entity.

6 109. At all times relevant herein, Plaintiff was an employee of Defendant Scoobeez.

7 110. At all times relevant herein, Plaintiff had physical and/or mental limitations resulting
8 from Plaintiff's aforesaid disabilities, which were known to Defendant Scoobeez, as aforesaid.

9 111. At all times relevant herein, Plaintiff was willing to participate in an interactive process
10 to determine whether reasonable accommodations could be made.

11 112. Pursuant to Cal. Code of Regs. ("CCR") § 11069(b)(2), an employer or other covered
12 entity shall initiate an interactive process when the employer or other covered entity otherwise
13 becomes aware of the need for an accommodation through a third party or by observation.

14 113. At all times relevant herein, Defendant Scoobeez was aware and/or had notice of
15 Plaintiff's disabilities and/or need for accommodations pursuant to C.C.R. § 11069(b)(2).

16 114. However, despite its duty to do so, Defendant Scoobeez failed to timely initiate and
17 thereafter participate in a good-faith interactive process with Plaintiff to determine whether
18 reasonable accommodations could be made.

19 115. Defendant Scoobeez's failure to engage in a good-faith interactive process was a
20 substantial factor in causing Plaintiff's harm.

21 116. In doing the acts alleged herein, Defendant Scoobeez and DOES 1 through 100, and each
22 of them, were substantially motivated by Plaintiff's actual/perceived disabilities, need for
23 accommodations, and/or need for legally protected finite medical leave.

24 117. At all times relevant herein, Plaintiff believes and further alleges that Defendant
25 Scoobeez and/or its agents/representatives failed to timely, properly, and/or completely
26 investigate the unlawful conduct Plaintiff was routinely subjected to, and instead ratified and
27 condoned the unlawful behavior.

28 118. Prior to the initiation of this lawsuit, Plaintiff filed a timely complaint against each named

1 Defendant with the DFEH pursuant to Cal. Government Code § 12900 et seq. and has received
2 Right-to-Sue notices in a California Superior Court pursuant to California Government Code §
3 12965(b). Attached hereto and incorporated herein as Exhibit "A" are said Complaints and by
4 reference hereto are made a part hereof. Attached hereto and incorporated herein as Exhibit "B"
5 are said Right-to-Sue notices and by reference hereto are made a part hereof. Plaintiff has
6 therefore exhausted Plaintiff's administrative remedies under the California Government Code.

7 119. As a direct and legal result of the acts and omissions of Defendant Scoobeez and DOES 1
8 through 100, Plaintiff was rendered sick, sore, lame, disabled and/or disordered, both internally
9 and externally, and/or suffered, among other things, numerous internal injuries, severe fright,
10 shock, pain, discomfort and/or anxiety.

11 120. As a further legal result of the acts and omissions of Defendant Scoobeez and DOES 1
12 through 100, Plaintiff has been forced and/or will be forced to incur expenses for medical care,
13 X-rays, and/or laboratory costs during the period of Plaintiff's disability, and is informed and
14 believes, and thereon alleges, that Plaintiff will in the future be forced to incur additional
15 expenses of the same nature, all in an amount which is at present unknown. Plaintiff will pray
16 leave of court to show the exact amount of said expenses at the time of trial.

17 121. Prior to the occurrence of the incidents, Plaintiff was an able-bodied individual, but since
18 said incidents has been unable to engage fully in Plaintiff's occupation, and is informed and
19 believes, and thereon alleges, that Plaintiff will be fully and/or partially incapacitated and/or
20 unable to perform Plaintiff's usual work for an indefinite period of time in the future, all to
21 Plaintiff's damage in an amount which is at present unascertained. Plaintiff will pray leave of
22 court to show the total amount of loss of earnings at the time of trial.

23 122. As a further direct and legal result of the acts and conduct of Defendant Scoobeez and
24 DOES 1 through 100, Plaintiff has been caused, and did suffer, and continues to suffer severe
25 and permanent emotional and mental distress and anguish, humiliation, embarrassment, fright,
26 shock, pain, discomfort and/or anxiety. The exact nature and extent of said injuries is presently
27 unknown to Plaintiff, who will pray leave of court to assert the same when they are ascertained.

28 123. The aforementioned acts of Defendant Scoobeez and DOES 1 through 100, and each of

1 them, were willful, wanton, malicious, intentional, oppressive and/or despicable and were done
2 in willful and conscious disregard of the rights, welfare and safety of Plaintiff, and were done by
3 managerial agents and employees of Defendant Scoobeez and DOES 1 through 100, and with the
4 express knowledge, consent, and/or ratification of managerial agents and employees of
5 Defendant Scoobeez and DOES 1 through 100, thereby justifying the awarding of punitive and
6 exemplary damages in an amount to be determined at the time of trial pursuant to California
7 Civil Code § 3294(a) and (b).

8 124. By the aforesaid acts and conduct of Defendant Scoobeez and DOES 1 through 100,
9 Plaintiff has been directly and legally caused to suffer actual damages pursuant to California
10 Civil Code § 3333 including, but not limited to, loss of earnings and future earning capacity,
11 medical and related expenses for care and procedures both now and in the future, attorney's fees,
12 and/or other pecuniary loss not presently ascertained, for which Plaintiff will seek leave of court
13 to amend when ascertained.

14 125. As a result of Defendant Scoobeez's failure to initiate and participate in the good-faith
15 interactive process, as alleged herein, Plaintiff is entitled to reasonable attorney's fees and costs
16 of said suit as specifically provided in California Government Code § 12965(b).

17 126. The FEHA also provides remedies, including but not limited to, declaratory and
18 injunctive relief. As such, Plaintiff is entitled to both declaratory and injunctive relief as a result
19 of Defendants' unlawful conduct.

20 127. Plaintiff has been damaged in an amount within the jurisdictional limits of this Court.

21 VI.

22 **SIXTH CAUSE OF ACTION**

23 **Failure to Provide Reasonable Accommodations**

24 **[California Government Code § 12940 et. seq.]**

25 **Against Defendant Scoobeez & DOES 1 Through 100, Only**

26 128. Plaintiff incorporates herein by reference and re-alleges each and every paragraph in this
27 Complaint as though duly set forth in full herein.

28 129. At all times relevant herein, Defendant Scoobeez failed to provide reasonable

1 accommodations to Plaintiff's for injuries and/or disabilities as required by Cal. Gov. Code §
2 12940.

3 130. Defendants Scoobeez failed to provide reasonable accommodations to Plaintiff through
4 the following, among others,:

5 a) Plaintiff notified his supervisors, including Defendant Mr. Ohanessian, in mid-
6 2016 that he suffered from and was diagnosed with anxiety and depression.

7 b) However, immediately subsequently, Defendant Mr. Ohanessian refused to offer
8 any type of accommodation and persuaded Plaintiff to not see a doctor.

9 c) Thereafter, during the course of the following approximately three to four months,
10 Defendant Mr. Ohanessian directed harassing and discriminatory conduct toward Plaintiff
11 on a routine basis. For example, Mr. Ohanessian routinely accused Plaintiff of being on
12 drugs and frequently asked what drugs Plaintiff was using.

13 d) Defendant Mr. Ohanessian would further constantly disparage his employees in
14 the presence of Plaintiff, referring to them as "those Arabs" or "those Muslims" when
15 expressing frustration with delays, or simply to criticize his employees.

16 e) Defendant Ms. Ohanessian regularly ridiculed Plaintiff by telling him, "The
17 women were in power," that the company needed "a woman's touch," that he should hire
18 women and not hire men because "they could do better than men," and that "women were
19 more powerful."

20 f) In direct response to Plaintiff notifying Scoobeez of his disabilities and requesting
21 accommodations, Mr. Ohanessian substantially reduced Plaintiff's work responsibilities
22 as a biased personnel management decision.

23 g) On or around January 2017, Plaintiff requested and took medically protected
24 leave due to his disabilities. However, immediately following, Defendant Mr. Ohanessian
25 unlawfully retaliated against Plaintiff by wrongfully terminating him on or around
26 February 13, 2017, in extremely close proximity

27 h) As such, Plaintiff was wrongfully terminated due to his disabilities, request for
28 accommodations, and related complaints on or about February 13, 2017.

1 i) Plaintiff was treated differently, disparately, and negatively because of his
2 actual/perceived disabilities, including but not limited to Defendants harassing Plaintiff
3 (as aforesaid), failing to initiate and thereafter participate in the mandatory good-faith
4 interactive process to determine the nature and extent of Plaintiff's disabilities and
5 determine whether reasonable accommodations were possible, failing to provide Plaintiff
6 reasonable accommodations, denying Plaintiff opportunities, unfairly disciplining
7 Plaintiff, overly monitoring and scrutinizing Plaintiff, denying Plaintiff benefits,
8 wrongfully terminating Plaintiff, and refusing to return Plaintiff back to Plaintiff's former
9 position or offer Plaintiff employment in any capacity, and failing to rehire Plaintiff.

10 j) At least through January 30, 2018, and continuing, Defendants failed and/or
11 refused to rehire/reinstate Plaintiff and/or offer Plaintiff employment in any capacity or
12 investigate Plaintiff's complaints and take appropriate remedial actions.

13 131. Cal. Gov. Code § 12940 provides that it is an unlawful employment practice for an
14 employer or other entity covered by this part to fail to make reasonable accommodations for the
15 known physical or mental disability of an applicant or employee.

16 132. At all times relevant herein, Plaintiff was an actual, perceived, and/or potentially disabled
17 person within the meaning of Cal. Gov. Code §§ 12926.1(b) et seq., because Plaintiff was a
18 person with an actual, perceived, potentially disabling, and/or potentially disabling in the future
19 physical/mental disability(s) including, but not limited to: anxiety and depression, among other
20 related conditions and/or disabilities.

21 133. Plaintiff is informed, believes, and herein alleges Defendant Scoobeez was an
22 "employer" pursuant to Cal. Gov. Code §§ 12900 et seq. and therefore a covered entity.

23 134. At all times relevant herein, Plaintiff was an employee of Defendant Scoobeez.

24 135. At all times relevant herein, Defendant Scoobeez was aware and/or had notice of
25 Plaintiff's disabilities and/or need for accommodations pursuant to C.C.R. § 11069(b)(2).

26 136. At all times relevant herein, Plaintiff was able to perform the essential job duties with
27 and/or without reasonable accommodations for Plaintiff's disabilities.

28 137. Plaintiff was harmed as a result of Defendant Scoobeez's failure to provide reasonable

1 accommodations.

2 138. Defendant Scoobeez's failure to provide reasonable accommodations was a substantial
3 factor in causing Plaintiff's harm.

4 139. At all times relevant herein, Plaintiff believes and further alleges that Defendant
5 Scoobeez and/or its agents/representatives failed to timely, properly, and/or completely
6 investigate the unlawful conduct Plaintiff was routinely subjected to, and instead ratified and
7 condoned the unlawful behavior.

8 140. In doing the acts alleged herein, Defendant Scoobeez and DOES 1 through 100, and each
9 of them, were substantially motivated by Plaintiff's actual/perceived disabilities, need for
10 accommodations, and/or need for legally protected finite medical leave.

11 141. Prior to the initiation of this lawsuit, Plaintiff filed a timely complaint against each named
12 Defendant with the DFEH pursuant to Cal. Government Code § 12900 et seq. and has received
13 Right-to-Sue notices in a California Superior Court pursuant to California Government Code §
14 12965(b). Attached hereto and incorporated herein as Exhibit "A" are said Complaints and by
15 reference hereto are made a part hereof. Attached hereto and incorporated herein as Exhibit "B"
16 are said Right-to-Sue notices and by reference hereto are made a part hereof. Plaintiff has
17 therefore exhausted Plaintiff's administrative remedies under the California Government Code.

18 142. As a direct and legal result of the acts and omissions of Defendant Scoobeez and DOES 1
19 through 100, Plaintiff was rendered sick, sore, lame, disabled and/or disordered, both internally
20 and externally, and/or suffered, among other things, numerous internal injuries, severe fright,
21 shock, pain, discomfort and/or anxiety.

22 143. As a further legal result of the acts and omissions of Defendant Scoobeez and DOES 1
23 through 100, Plaintiff has been forced and/or will be forced to incur expenses for medical care,
24 X-rays, and/or laboratory costs during the period of Plaintiff's disability, and is informed and
25 believes, and thereon alleges, that Plaintiff will in the future be forced to incur additional
26 expenses of the same nature, all in an amount which is at present unknown. Plaintiff will pray
27 leave of court to show the exact amount of said expenses at the time of trial.

28 144. Prior to the occurrence of the incidents, Plaintiff was an able-bodied individual, but since

1 said incidents has been unable to engage fully in Plaintiff's occupation, and is informed and
2 believes, and thereon alleges, that Plaintiff will be fully and/or partially incapacitated and/or
3 unable to perform Plaintiff's usual work for an indefinite period of time in the future, all to
4 Plaintiff's damage in an amount which is at present unascertained. Plaintiff will pray leave of
5 court to show the total amount of loss of earnings at the time of trial.

6 145. As a further direct and legal result of the acts and conduct of Defendant Scoobeez and
7 DOES 1 through 100, Plaintiff has been caused, and did suffer, and continues to suffer severe
8 and permanent emotional and mental distress and anguish, humiliation, embarrassment, fright,
9 shock, pain, discomfort and/or anxiety. The exact nature and extent of said injuries is presently
10 unknown to Plaintiff, who will pray leave of court to assert the same when they are ascertained.

11 146. The aforementioned acts of Defendant Scoobeez and DOES 1 through 100, and each of
12 them, were willful, wanton, malicious, intentional, oppressive and/or despicable and were done
13 in willful and conscious disregard of the rights, welfare and safety of Plaintiff, thereby justifying
14 the awarding of punitive and exemplary damages in an amount to be determined at the time of
15 trial pursuant to California Civil Code § 3294(a) and (b).

16 147. By the aforesaid acts and conduct of Defendant Scoobeez and DOES 1 through 100,
17 Plaintiff has been directly and legally caused to suffer actual damages pursuant to California
18 Civil Code § 3333 including, but not limited to, loss of earnings and future earning capacity,
19 medical and related expenses for care and procedures both now and in the future, attorney's fees,
20 and/or other pecuniary loss not presently ascertained, for which Plaintiff will seek leave of court
21 to amend when ascertained.

22 148. As a result of Defendant Scoobeez's failure to initiate and participate in the good-faith
23 interactive process, as alleged herein, Plaintiff is entitled to reasonable attorney's fees and costs
24 of said suit as specifically provided in California Government Code § 12965(b).

25 149. The FEHA also provides remedies, including but not limited to, declaratory and
26 injunctive relief. As such, Plaintiff is entitled to both declaratory and injunctive relief as a result
27 of Defendants' unlawful conduct.

28 150. Plaintiff has been damaged in an amount within the jurisdictional limits of this Court.

VII.

SEVENTH CAUSE OF ACTION

For Race/National Origin Harassment in Employment

[California Government Code §§ 12940 et seq.]

Against All Defendants & DOES 1 Through 100, Inclusive

151. Plaintiff incorporates herein by reference and re-alleges each and every paragraph in this Complaint as though duly set forth in full herein.

152. Plaintiff was an employee of Scoobeez beginning in or around August 2014, and worked as a Regional Operations Manager until his wrongful termination on or about February 13, 2017.

153. On a severe and/or pervasive basis starting during Plaintiff's employment with Scoobeez, continuing at least through the time of Plaintiff's wrongful termination on or around February 13, 2017, and continuing through January 30, 2018, and continuing thereafter, Defendants and DOES 1 through 100, and each of them, harassed Plaintiff due to and substantially motivated by Plaintiff's race/national origin, Middle Eastern, and association with/advocacy for Middle Eastern individuals and non-Caucasian individuals, and subjected Plaintiff to a hostile work environment through the following actions, among others on a severe and/or pervasive basis:

a) Defendant Mr. Ohanessian would constantly disparaged his employees in the presence of Plaintiff, referring to them as "those Arabs" or "those Muslims" when expressing frustration with delays, or simply to criticize his employees.

b) Defendant Mr. Ohanessian routinely accused Plaintiff of being on drugs and frequently asked what drugs Plaintiff was using.

c) Defendant Ms. Ohanessian regularly ridiculed Plaintiff by telling him, "The women were in power," that the company needed "a woman's touch," that he should hire women and not hire men because "they could do better than men," and that "women were more powerful."

d) In direct response to Plaintiff notifying Scoobeez of his disabilities and requesting accommodations, Mr. Ohanessian substantially reduced Plaintiff's work responsibilities as a biased personnel management decision.

1 e) On or around January 2017, Plaintiff requested and took medically protected
2 leave due to his disabilities. However, immediately following, Defendant Mr. Ohanessian
3 unlawfully retaliated against Plaintiff by wrongfully terminating him on or around
4 February 13, 2017, in extremely close proximity

5 f) As such, Plaintiff was wrongfully terminated due to his race/national origin on or
6 about February 13, 2017.

7 g) Plaintiff was treated differently, disparately, and negatively because of his
8 race/national origin and/or association with Middle Eastern individuals, including but not
9 limited to Defendants harassing Plaintiff (as aforesaid), denying Plaintiff opportunities,
10 unfairly disciplining Plaintiff, overly monitoring and scrutinizing Plaintiff, denying
11 Plaintiff benefits, wrongfully terminating Plaintiff, and refusing to return Plaintiff back to
12 Plaintiff's former position or offer Plaintiff employment in any capacity, and failing to
13 rehire Plaintiff.

14 h) At least through January 30, 2018, and continuing, Defendants failed and/or
15 refused to rehire/reinstate Plaintiff and/or offer Plaintiff employment in any capacity or
16 investigate Plaintiff's complaints and take appropriate remedial actions.

17 154. At all times relevant herein, Plaintiff believes and further alleges that Defendant
18 Scoobeez and/or its agents/representatives failed to timely, properly, and/or completely
19 investigate the unlawful conduct Plaintiff was routinely subjected to, and instead ratified and
20 condoned the unlawful behavior.

21 155. A reasonable person in Plaintiff's circumstances would have considered the work
22 environment to be hostile or abusive.

23 156. Plaintiff considered the work environment to be hostile or abusive toward Plaintiff and
24 Middle Eastern individuals, and favorable to Caucasians and non-Middle Eastern individuals.

25 157. Defendant Scoobeez had an employment practice of harassment that had a
26 disproportionate adverse effect on Middle Eastern individuals.

27 158. In doing the acts alleged herein, Defendants and DOES 1 through 100, and each of them,
28 were substantially motivated by Plaintiff's race/national origin, and association with a protected

1 class, and these acts were done to harass Plaintiff.

2 159. The acts and conduct of Defendants and DOES 1 through 100, and each of them, as
3 aforesaid, were in violation of California Government Code §§ 12940 et seq. Said statutes
4 impose certain duties upon Defendants, and each of them, concerning harassment against
5 persons, such as Plaintiff, on the basis of race/national origin and association with/advocacy for
6 those protected. Said statutes were intended to prevent the type of injury and damage herein set
7 forth.

8 160. By the acts and conduct described above, Defendants and DOES 1 through 100, and each
9 of them, in violation of said statutes, knew about, or should have known about, and failed to
10 investigate and/or properly investigate, prevent or remedy the race/national origin or
11 associational harassment. The acts of harassment described herein were sufficiently pervasive so
12 as to alter the conditions of employment, and created an abusive working environment. When
13 Plaintiff was harassed, Plaintiff's race/national origin and/or association with/advocacy for
14 Middle Eastern individuals was a substantial motivating reasons/factors in Defendants' conduct.

15 161. As a result, Plaintiff filed timely charges and complaints of race/national origin and
16 associational harassment, discrimination, and retaliation with the California Department of Fair
17 Employment and Housing and has received Notice(s) of Right to Sue in a California Superior
18 Court pursuant to California Government Code § 12965(b). Plaintiff has therefore exhausted
19 Plaintiff's administrative remedies under the California Government Code. Attached hereto and
20 incorporated herein as Exhibit "A" are said Complaints and by reference hereto are made a part
21 hereof. Attached hereto and incorporated herein as Exhibit "B" are said Right to Sue Notices and
22 by reference hereto are made a part hereof.

23 162. As a direct and legal result of the acts and omissions of Defendants and DOES 1 through
24 100, and each of them, Plaintiff was rendered sick, sore, lame, disabled and/or disordered, both
25 internally and/or externally, and/or suffered, among other things, emotional distress, including
26 but not limited to shock, pain, discomfort and/or anxiety.

27 163. As a further legal result of the acts and omissions of Defendants and DOES 1 through
28 100, and each of them, Plaintiff has been forced to incur expenses for medical care, and/or is

1 informed and believes, and thereon alleges, that Plaintiff will in the future be forced to incur
2 additional expenses of the same nature, all in an amount which is at present unknown. Plaintiff
3 will pray leave of court to show the exact amount of said expenses at the time of trial.

4 164. Prior to the occurrence of the incidents, Plaintiff was an able-bodied individual, but since
5 said incidents has been unable to engage fully in Plaintiff's occupation, and/or is informed and
6 believes, and thereon alleges, that Plaintiff will be fully and/or partially incapacitated and/or
7 unable to perform Plaintiff's usual work for an indefinite period of time in the future, all to
8 Plaintiff's damage in an amount which is at present unascertained. Plaintiff will pray leave of
9 court to show the total amount of loss of earnings at the time of trial.

10 165. As a further direct and legal result of the acts and conduct of Defendants and DOES 1
11 through 100, as aforesaid, Plaintiff has been caused, and did suffer, and continues to suffer
12 severe emotional and/or mental distress and anguish, humiliation, embarrassment, fright, shock,
13 pain, discomfort and/or anxiety. The exact nature and extent of said injuries is presently
14 unknown to Plaintiff, who will pray leave of court to assert the same when they are ascertained.

15 166. The aforementioned acts of Defendants and DOES 1 through 100, and each of them, were
16 willful, wanton, malicious, intentional, oppressive and despicable and were done in willful and
17 conscious disregard of the rights, welfare and safety of Plaintiff, and were done by managerial
18 agents and employees of Defendants, and with the express knowledge, consent, and ratification
19 of managerial agents and employees of Defendants and DOES 1 through 100, thereby justifying
20 the awarding of punitive and exemplary damages in an amount to be determined at the time of
21 trial pursuant to Cal. Civil Code § 3294(a) and (b).

22 167. By the aforesaid acts and conduct of Defendants and DOES 1 through 100, and each of
23 them, Plaintiff has been directly and legally caused to suffer actual damages pursuant to
24 California Civil Code § 3333 including, but not limited to, loss of earnings and future earning
25 capacity, medical and related expenses for care and procedures both now and in the future,
26 attorneys' fees, and other pecuniary loss not presently ascertained, for which Plaintiff will seek
27 leave of court to amend when ascertained.

28 168. As a result of the harassing acts of Defendants and DOES 1 through 100, and each of

1 them, as alleged herein, Plaintiff is entitled to reasonable attorneys' fees and costs of said suit as
2 specifically provided in California Government Code § 12965(b).

3 169. The FEHA also provides remedies, including but not limited to, declaratory and
4 injunctive relief. As such, Plaintiff is entitled to both declaratory and injunctive relief as a result
5 of Defendants' unlawful conduct.

6 170. Plaintiff has been damaged in an amount within the jurisdictional limits of this Court.

7 **VIII.**

8 **EIGHTH CAUSE OF ACTION**

9 **For Race/National Origin Discrimination in Employment**

10 **[California Government Code §§ 12940 et seq.]**

11 **Against Defendants Scoobeez & DOES 1 Through 100, Only**

12 171. Plaintiff incorporates herein by reference and re-alleges each and every paragraph in this
13 Complaint as though duly set forth in full herein.

14 172. Plaintiff was treated differently in the terms and conditions of Plaintiff's employment
15 substantially due to Plaintiff's race/national origin, Middle Eastern.

16 173. Defendants also treated Middle Eastern employees disparately due to their race which
17 had an adverse impact on those individuals.

18 174. At all times relevant herein, Plaintiff was qualified for and competently performed the
19 position held throughout Plaintiff's employment with Defendant Scoobeez.

20 175. At all times relevant herein, Plaintiff was a Middle Eastern employee and within a class
21 protected by the California Fair Employment & Housing Act ("FEHA").

22 176. Plaintiff was an employee of Scoobeez beginning in or around August 2014, and worked
23 as a Regional Operations Manager until his wrongful termination on or about February 13, 2017.

24 177. Beginning during Plaintiff's employment with Defendant Scoobeez, and continuing at
25 least through the time of Plaintiff's wrongful termination on or around February 13, 2017, and
26 continuing through January 30, 2018, and continuing thereafter, as a result of and substantially
27 motivated by Plaintiff's race/national origin, Middle Eastern, and/or association with/advocacy
28 for Middle Eastern individuals, Defendants subjected Plaintiff to discriminatory treatment and

1 adverse employment actions including, but not limited, to the following:

2 a) Plaintiff was treated differently, disparately, and negatively because of his
3 race/national origin and/or association with Middle Eastern individuals, including but not
4 limited to Defendants harassing Plaintiff (as aforesaid), denying Plaintiff opportunities,
5 unfairly disciplining Plaintiff, overly monitoring and scrutinizing Plaintiff, denying
6 Plaintiff benefits, wrongfully terminating Plaintiff, and refusing to return Plaintiff back to
7 Plaintiff's former position or offer Plaintiff employment in any capacity, and failing to
8 rehire Plaintiff.

9 b) Defendant Mr. Ohanessian would constantly disparaged his employees in the
10 presence of Plaintiff, referring to them as "those Arabs" or "those Muslims" when
11 expressing frustration with delays, or simply to criticize his employees.

12 c) Defendant Mr. Ohanessian routinely accused Plaintiff of being on drugs and
13 frequently asked what drugs Plaintiff was using.

14 d) Defendant Ms. Ohanessian regularly ridiculed Plaintiff by telling him, "The
15 women were in power," that the company needed "a woman's touch," that he should hire
16 women and not hire men because "they could do better than men," and that "women were
17 more powerful."

18 e) In direct response to Plaintiff notifying Scoobeez of his disabilities and requesting
19 accommodations, Mr. Ohanessian substantially reduced Plaintiff's work responsibilities
20 as a biased personnel management decision.

21 f) On or around January 2017, Plaintiff requested and took medically protected
22 leave due to his disabilities. However, immediately following, Defendant Mr. Ohanessian
23 unlawfully retaliated against Plaintiff by wrongfully terminating him on or around
24 February 13, 2017, in extremely close proximity

25 g) As such, Plaintiff was wrongfully terminated due to his race/national origin on or
26 about February 13, 2017.

27 h) At least through January 30, 2018, and continuing, Defendants failed and/or
28 refused to rehire/reinstate Plaintiff and/or offer Plaintiff employment in any capacity or

1 investigate Plaintiff's complaints and take appropriate remedial actions.

2 178. At all times relevant herein, Plaintiff believes and further alleges that Defendant
3 Scoobeez and/or its agents/representatives failed to timely, properly, and/or completely
4 investigate the unlawful conduct Plaintiff was routinely subjected to, and instead ratified and
5 condoned the unlawful behavior.

6 179. In doing the acts alleged herein, Defendants and DOES 1 through 100, and each of them,
7 were substantially motivated by Plaintiff's race/national origin, Middle Eastern and/or
8 association with/advocacy for protected classes.

9 180. Defendant Scoobeez had an employment practice of harassment that had a
10 disproportionate adverse effect on Middle Eastern individuals.

11 181. As alleged herein, the aforesaid harassing and discriminatory comments were made in
12 Plaintiff's presence and/or Plaintiff was made aware and/or found out that such comments were
13 being made in the workplace, thereby subjecting Plaintiff to a hostile and discriminatory work
14 environment.

15 182. By the acts and conduct described above, Defendant Scoobeez, and DOES 1 through 100,
16 and each of them, in violation of said statutes, knew about, or should have known about, and
17 failed to investigate and/or properly investigate, prevent or remedy the race/national origin
18 and/or associational discrimination. The acts of discrimination described herein were sufficiently
19 pervasive so as to alter the conditions of employment, and created an abusive working
20 environment.

21 183. As a result, Plaintiff filed timely charges and complaints of race/national origin and
22 associational harassment, discrimination, and retaliation with the California Department of Fair
23 Employment and Housing and has received Notice(s) of Right to Sue in a California Superior
24 Court pursuant to California Government Code § 12965(b). Plaintiff has therefore exhausted
25 Plaintiff's administrative remedies under the California Government Code. Attached hereto and
26 incorporated herein as Exhibit "A" are said Complaints and by reference hereto are made a part
27 hereof. Attached hereto and incorporated herein as Exhibit "B" are said Right to Sue Notices and
28 by reference hereto are made a part hereof.

1 184. As a direct and legal result of the acts and omissions of Defendants and DOES 1 through
2 100, and each of them, Plaintiff was rendered sick, sore, lame, disabled and/or disordered, both
3 internally and/or externally, and/or suffered, among other things, emotional distress, including
4 but not limited to shock, pain, discomfort and/or anxiety.

5 185. As a further legal result of the acts and omissions of Defendants and DOES 1 through
6 100, and each of them, Plaintiff has been forced to incur expenses for medical care, and/or is
7 informed and believes, and thereon alleges, that Plaintiff will in the future be forced to incur
8 additional expenses of the same nature, all in an amount which is at present unknown. Plaintiff
9 will pray leave of court to show the exact amount of said expenses at the time of trial.

10 186. Prior to the occurrence of the incidents, Plaintiff was an able-bodied individual, but since
11 said incidents has been unable to engage fully in Plaintiff's occupation, and/or is informed and
12 believes, and thereon alleges, that Plaintiff will be fully and/or partially incapacitated and/or
13 unable to perform Plaintiff's usual work for an indefinite period of time in the future, all to
14 Plaintiff's damage in an amount which is at present unascertained. Plaintiff will pray leave of
15 court to show the total amount of loss of earnings at the time of trial.

16 187. As a further direct and legal result of the acts and conduct of Defendants and DOES 1
17 through 100, as aforesaid, Plaintiff has been caused, and did suffer, and continues to suffer
18 severe emotional and/or mental distress and anguish, humiliation, embarrassment, fright, shock,
19 pain, discomfort and/or anxiety. The exact nature and extent of said injuries is presently
20 unknown to Plaintiff, who will pray leave of court to assert the same when they are ascertained.

21 188. The aforementioned acts of Defendants and DOES 1 through 100, and each of them, were
22 willful, wanton, malicious, intentional, oppressive and despicable and were done in willful and
23 conscious disregard of the rights, welfare and safety of Plaintiff, and were done by managerial
24 agents and employees of Defendants, and with the express knowledge, consent, and ratification
25 of managerial agents and employees of Defendants and DOES 1 through 100, thereby justifying
26 the awarding of punitive and exemplary damages in an amount to be determined at the time of
27 trial pursuant to Cal. Civil Code § 3294(a) and (b).

28 189. By the aforesaid acts and conduct of Defendants and DOES 1 through 100, and each of

1 them, Plaintiff has been directly and legally caused to suffer actual damages pursuant to
2 California Civil Code § 3333 including, but not limited to, loss of earnings and future earning
3 capacity, medical and related expenses for care and procedures both now and in the future,
4 attorneys' fees, and other pecuniary loss not presently ascertained, for which Plaintiff will seek
5 leave of court to amend when ascertained.

6 190. As a result of the harassing acts of Defendants and DOES 1 through 100, and each of
7 them, as alleged herein, Plaintiff is entitled to reasonable attorneys' fees and costs of said suit as
8 specifically provided in California Government Code § 12965(b).

9 191. The FEHA also provides remedies, including but not limited to, declaratory and
10 injunctive relief. As such, Plaintiff is entitled to both declaratory and injunctive relief as a result
11 of Defendants' unlawful conduct.

12 192. Plaintiff has been damaged in an amount within the jurisdictional limits of this Court.

13 **IX.**

14 **NINTH CAUSE OF ACTION**

15 **For Race/National Origin Retaliation in Employment**

16 **[California Government Code §§ 12940 et seq.]**

17 **Against Defendant Scoobeez & DOES 1 Through 100, Only**

18 193. Plaintiff incorporates herein by reference and re-alleges each and every paragraph in this
19 Complaint as though duly set forth in full herein.

20 194. Plaintiff was an employee of Scoobeez beginning in or around August 2014, and worked
21 as a Regional Operations Manager until his wrongful termination on or about February 13, 2017.

22 195. Plaintiff was, at all times material hereto, a Middle Eastern employee who engaged in
23 legally protected activities, including but not limited to complaining about race/national origin
24 and associational harassment and discrimination, and within a protected class covered by Cal.
25 Gov. Code § 12940, prohibiting race/national origin and associational based race retaliation in
26 employment.

27 196. Beginning during Plaintiff's employment with Defendant Scoobeez, and continuing at
28 least through the time of Plaintiff's wrongful termination on or around February 13, 2017, and

1 continuing through January 30, 2018, and continuing thereafter, Plaintiff engaged in legally
2 protected activity by complaining about and/or protesting against the disparate working terms
3 and conditions and hostile work environment Plaintiff was subjected to based on Plaintiff's
4 race/national origin and association with other Middle Eastern individuals. Plaintiff asserted
5 Plaintiff's legal rights and/or complained on the following occasions, among others:

6 a) Plaintiff protested to Defendant Managers themselves to stop the harassing
7 conduct and comments.

8 197. Defendant Scoobeez failed to take corrective or remedial measures to stop the unlawful
9 conduct, instead ratifying and condoning it.

10 198. As a result of and substantially motivated by Plaintiff engaging in the aforesaid protected
11 activities, including but not limited to complaining of the race/national origin harassment and
12 discrimination, Defendant Scoobeez subjected Plaintiff to the following retaliatory adverse
13 employment actions, including the following, among others:

14 a) Plaintiff was treated differently, disparately, and negatively because of his
15 race/national origin and/or association with Middle Eastern individuals, including but not
16 limited to Defendants harassing Plaintiff (as aforesaid), denying Plaintiff opportunities,
17 unfairly disciplining Plaintiff, overly monitoring and scrutinizing Plaintiff, denying
18 Plaintiff benefits, wrongfully terminating Plaintiff, and refusing to return Plaintiff back to
19 Plaintiff's former position or offer Plaintiff employment in any capacity, and failing to
20 rehire Plaintiff.

21 b) Defendant Mr. Ohanessian would constantly disparaged his employees in the
22 presence of Plaintiff, referring to them as "those Arabs" or "those Muslims" when
23 expressing frustration with delays, or simply to criticize his employees.

24 c) Defendant Mr. Ohanessian routinely accused Plaintiff of being on drugs and
25 frequently asked what drugs Plaintiff was using.

26 d) Defendant Ms. Ohanessian regularly ridiculed Plaintiff by telling him, "The
27 women were in power," that the company needed "a woman's touch," that he should hire
28 women and not hire men because "they could do better than men," and that "women were

1 more powerful.”

2 e) In direct response to Plaintiff notifying Scoobeez of his disabilities and requesting
3 accommodations, Mr. Ohanessian substantially reduced Plaintiff’s work responsibilities
4 as a biased personnel management decision.

5 f) On or around January 2017, Plaintiff requested and took medically protected
6 leave due to his disabilities. However, immediately following, Defendant Mr. Ohanessian
7 unlawfully retaliated against Plaintiff by wrongfully terminating him on or around
8 February 13, 2017, in extremely close proximity

9 g) As such, Plaintiff was wrongfully terminated due to his race/national origin on or
10 about February 13, 2017.

11 h) At least through January 30, 2018, and continuing, Defendants failed and/or
12 refused to rehire/reinstate Plaintiff and/or offer Plaintiff employment in any capacity or
13 investigate Plaintiff’s complaints and take appropriate remedial actions.

14 199. At all times relevant herein, Plaintiff believes and further alleges that Defendant
15 Scoobeez and/or its agents/representatives failed to timely, properly, and/or completely
16 investigate the unlawful conduct Plaintiff was routinely subjected to, and instead ratified and
17 condoned the unlawful behavior.

18 200. As shown above, Defendant had an employment practice of harassment, discrimination,
19 and retaliation of employees, that had a disproportionate adverse effect on Middle Eastern
20 individuals.

21 201. In doing the acts alleged herein, Defendant Scoobeez and DOES 1 through 100, and each
22 of them, were substantially motivated by Plaintiff’s race/national origin and/or aforesaid legally
23 protected activities.

24 202. By the acts and conduct described above, Defendant Scoobeez and DOES 1 through 100,
25 and each of them, in violation of said statutes, knew about, or should have known about, and
26 failed to investigate and/or properly investigate, prevent or remedy the race/national origin
27 retaliation. The acts of retaliation described herein were sufficiently pervasive so as to alter the
28 conditions of employment, and created an abusive working environment.

1 203. As a result, Plaintiff filed timely charges and complaints of race/national origin
2 harassment, discrimination, and retaliation with the California Department of Fair Employment
3 and Housing and has received Notice(s) of Right to Sue in a California Superior Court pursuant
4 to California Government Code § 12965(b). Plaintiff has therefore exhausted Plaintiff's
5 administrative remedies under the California Government Code. Attached hereto and
6 incorporated herein as Exhibit "A" are said Complaints and by reference hereto are made a part
7 hereof. Attached hereto and incorporated herein as Exhibit "B" are said Right to Sue Notices and
8 by reference hereto are made a part hereof.

9 204. As a direct and legal result of the acts and omissions of Defendants and DOES 1 through
10 100, and each of them, Plaintiff was rendered sick, sore, lame, disabled and/or disordered, both
11 internally and/or externally, and/or suffered, among other things, emotional distress, including
12 but not limited to shock, pain, discomfort and/or anxiety.

13 205. As a further legal result of the acts and omissions of Defendants and DOES 1 through
14 100, and each of them, Plaintiff has been forced to incur expenses for medical care, and/or is
15 informed and believes, and thereon alleges, that Plaintiff will in the future be forced to incur
16 additional expenses of the same nature, all in an amount which is at present unknown. Plaintiff
17 will pray leave of court to show the exact amount of said expenses at the time of trial.

18 206. Prior to the occurrence of the incidents, Plaintiff was an able-bodied individual, but since
19 said incidents has been unable to engage fully in Plaintiff's occupation, and/or is informed and
20 believes, and thereon alleges, that Plaintiff will be fully and/or partially incapacitated and/or
21 unable to perform Plaintiff's usual work for an indefinite period of time in the future, all to
22 Plaintiff's damage in an amount which is at present unascertained. Plaintiff will pray leave of
23 court to show the total amount of loss of earnings at the time of trial.

24 207. As a further direct and legal result of the acts and conduct of Defendants and DOES 1
25 through 100, as aforesaid, Plaintiff has been caused, and did suffer, and continues to suffer
26 severe emotional and/or mental distress and anguish, humiliation, embarrassment, fright, shock,
27 pain, discomfort and/or anxiety. The exact nature and extent of said injuries is presently
28 unknown to Plaintiff, who will pray leave of court to assert the same when they are ascertained.

1 208. The aforementioned acts of Defendants and DOES 1 through 100, and each of them, were
2 willful, wanton, malicious, intentional, oppressive and despicable and were done in willful and
3 conscious disregard of the rights, welfare and safety of Plaintiff, and were done by managerial
4 agents and employees of Defendants, and with the express knowledge, consent, and ratification
5 of managerial agents and employees of Defendants and DOES 1 through 100, thereby justifying
6 the awarding of punitive and exemplary damages in an amount to be determined at the time of
7 trial pursuant to Cal. Civil Code § 3294(a) and (b).

8 209. By the aforesaid acts and conduct of Defendants and DOES 1 through 100, and each of
9 them, Plaintiff has been directly and legally caused to suffer actual damages pursuant to
10 California Civil Code § 3333 including, but not limited to, loss of earnings and future earning
11 capacity, medical and related expenses for care and procedures both now and in the future,
12 attorneys' fees, and other pecuniary loss not presently ascertained, for which Plaintiff will seek
13 leave of court to amend when ascertained.

14 210. As a result of the harassing acts of Defendants and DOES 1 through 100, and each of
15 them, as alleged herein, Plaintiff is entitled to reasonable attorneys' fees and costs of said suit as
16 specifically provided in California Government Code § 12965(b).

17 211. The FEHA also provides remedies, including but not limited to, declaratory and
18 injunctive relief. As such, Plaintiff is entitled to both declaratory and injunctive relief as a result
19 of Defendants' unlawful conduct.

20 212. Plaintiff has been damaged in an amount within the jurisdictional limits of this Court.

21 X.

22 **TENTH CAUSE OF ACTION**

23 **For Sex/Gender Harassment in Employment**

24 **[California Government Code §§ 12940 et seq.]**

25 **Against All Defendants & DOES 1 Through 100, Inclusive**

26 213. Plaintiff was an employee of Scoobeez, beginning in or around August 2014, and worked
27 as a Regional Operations Manager until his wrongful termination on or about February 13, 2017.

28 214. On a severe and/or pervasive basis starting during Plaintiff's employment with Scoobeez,

1 and continuing at least through the time of Plaintiff's wrongful termination on or about February
2 13, 2017, and continuing through January 30, 2018, and continuing thereafter, Defendants and
3 DOES 1 through 100, and each of them, harassed Plaintiff due to and substantially motivated by
4 Plaintiff's sex/gender, male, and subjected Plaintiff to a hostile work environment through the
5 following actions, among others on a severe and/or pervasive basis:

6 a) Defendant Ms. Ohanessian regularly ridiculed Plaintiff by telling him, "The
7 women were in power."

8 b) Defendant Ms. Ohanessian regularly ridiculed Plaintiff by telling him that the
9 company needed "a woman's touch."

10 c) Defendant Ms. Ohanessian regularly ridiculed Plaintiff by telling him that he
11 should hire women and not hire men because "they could do better than men," and that
12 "women were more powerful."

13 d) Defendant Mr. Ohanessian routinely accused Plaintiff of being on drugs and
14 frequently asked what drugs Plaintiff was using.

15 e) Defendant Mr. Ohanessian would constantly disparaged his employees in the
16 presence of Plaintiff, referring to them as "those Arabs" or "those Muslims" when
17 expressing frustration with delays, or simply to criticize his employees.

18 f) In direct response to Plaintiff notifying Scoobeez of his disabilities and requesting
19 accommodations, Mr. Ohanessian substantially reduced Plaintiff's work responsibilities
20 as a biased personnel management decision.

21 g) On or around January 2017, Plaintiff requested and took medically protected
22 leave due to his disabilities. However, immediately following, Defendant Mr. Ohanessian
23 unlawfully retaliated against Plaintiff by wrongfully terminating him on or around
24 February 13, 2017, in extremely close proximity

25 h) As such, Plaintiff was wrongfully terminated due to his sex/gender on or about
26 February 13, 2017.

27 i) Plaintiff was treated differently, disparately, and negatively because of his
28 sex/gender, including but not limited to Defendants harassing Plaintiff (as aforesaid),

denying Plaintiff opportunities, unfairly disciplining Plaintiff, overly monitoring and scrutinizing Plaintiff, denying Plaintiff benefits, wrongfully terminating Plaintiff, and refusing to return Plaintiff back to Plaintiff's former position or offer Plaintiff employment in any capacity, and failing to rehire Plaintiff.

j) At least through January 30, 2018, and continuing, Defendants failed and/or refused to rehire/reinstate Plaintiff and/or offer Plaintiff employment in any capacity or investigate Plaintiff's complaints and take appropriate remedial actions.

215. Defendant Scoobeez had an employment practice of harassment, discrimination, and retaliation that had a disproportionate adverse effect on male individuals.

216. At all times relevant herein, Plaintiff believes and further alleges that Defendant Scoobeez and/or its agents/representatives failed to timely, properly, and/or completely investigate the unlawful conduct Plaintiff was routinely subjected to, and instead ratified and condoned the unlawful behavior.

217. A reasonable person in Plaintiff's circumstances would have considered the work environment to be hostile or abusive.

218. Plaintiff considered the work environment to be hostile or abusive toward Plaintiff and male individuals, and favorable to females.

219. In doing the acts alleged herein, Defendants and DOES 1 through 100, and each of them, were substantially motivated by Plaintiff's sex/gender and these acts were done to harass Plaintiff.

220. The acts and conduct of Defendants and DOES 1 through 100, and each of them, as aforesaid, were in violation of California Government Code §§ 12940 et seq. Said statutes impose certain duties upon Defendants, and each of them, concerning harassment against persons, such as Plaintiff, on the basis of sex/gender and/or association with/advocacy for those protected. Said statutes were intended to prevent the type of injury and damage herein set forth.

221. By the acts and conduct described above, Defendants and DOES 1 through 100, and each of them, in violation of said statutes, knew about, or should have known about, and failed to investigate and/or properly investigate, prevent or remedy the sex/gender harassment. The acts of

1 harassment described herein were sufficiently pervasive so as to alter the conditions of
2 employment, and created an abusive working environment. When Plaintiff was harassed,
3 Plaintiff's sex/gender was a substantial motivating reason/factor in Defendants' conduct.

4 222. As a result, Plaintiff filed timely charges and complaints of sex/gender harassment,
5 discrimination, and retaliation with the California Department of Fair Employment and Housing
6 and has received Notice(s) of Right to Sue in a California Superior Court pursuant to California
7 Government Code § 12965(b). Plaintiff has therefore exhausted Plaintiff's administrative
8 remedies under the California Government Code. Attached hereto and incorporated herein as
9 Exhibit "A" are said Complaints and by reference hereto are made a part hereof. Attached hereto
10 and incorporated herein as Exhibit "B" are said Right to Sue Notices and by reference hereto are
11 made a part hereof.

12 223. As a direct and legal result of the acts and omissions of Defendants and DOES 1 through
13 100, and each of them, Plaintiff was rendered sick, sore, lame, disabled and/or disordered, both
14 internally and/or externally, and/or suffered, among other things, emotional distress, including
15 but not limited to shock, pain, discomfort and/or anxiety.

16 224. As a further legal result of the acts and omissions of Defendants and DOES 1 through
17 100, and each of them, Plaintiff has been forced to incur expenses for medical care, and/or is
18 informed and believes, and thereon alleges, that Plaintiff will in the future be forced to incur
19 additional expenses of the same nature, all in an amount which is at present unknown. Plaintiff
20 will pray leave of court to show the exact amount of said expenses at the time of trial.

21 225. Prior to the occurrence of the incidents, Plaintiff was an able-bodied individual, but since
22 said incidents has been unable to engage fully in Plaintiff's occupation, and/or is informed and
23 believes, and thereon alleges, that Plaintiff will be fully and/or partially incapacitated and/or
24 unable to perform Plaintiff's usual work for an indefinite period of time in the future, all to
25 Plaintiff's damage in an amount which is at present unascertained. Plaintiff will pray leave of
26 court to show the total amount of loss of earnings at the time of trial.

27 226. As a further direct and legal result of the acts and conduct of Defendants and DOES 1
28 through 100, as aforesaid, Plaintiff has been caused, and did suffer, and continues to suffer

1 severe emotional and/or mental distress and anguish, humiliation, embarrassment, fright, shock,
2 pain, discomfort and/or anxiety. The exact nature and extent of said injuries is presently
3 unknown to Plaintiff, who will pray leave of court to assert the same when they are ascertained.

4 227. The aforementioned acts of Defendants and DOES 1 through 100, and each of them, were
5 willful, wanton, malicious, intentional, oppressive and despicable and were done in willful and
6 conscious disregard of the rights, welfare and safety of Plaintiff, and were done by managerial
7 agents and employees of Defendants, and with the express knowledge, consent, and ratification
8 of managerial agents and employees of Defendants and DOES 1 through 100, thereby justifying
9 the awarding of punitive and exemplary damages in an amount to be determined at the time of
10 trial pursuant to Cal. Civil Code § 3294(a) and (b).

11 228. By the aforesaid acts and conduct of Defendants and DOES 1 through 100, and each of
12 them, Plaintiff has been directly and legally caused to suffer actual damages pursuant to
13 California Civil Code § 3333 including, but not limited to, loss of earnings and future earning
14 capacity, medical and related expenses for care and procedures both now and in the future,
15 attorneys' fees, and other pecuniary loss not presently ascertained, for which Plaintiff will seek
16 leave of court to amend when ascertained.

17 229. As a result of the harassing acts of Defendants and DOES 1 through 100, and each of
18 them, as alleged herein, Plaintiff is entitled to reasonable attorneys' fees and costs of said suit as
19 specifically provided in California Government Code § 12965(b).

20 230. The FEHA also provides remedies, including but not limited to, declaratory and
21 injunctive relief. As such, Plaintiff is entitled to both declaratory and injunctive relief as a result
22 of Defendants' unlawful conduct.

23 231. Plaintiff has been damaged in an amount within the jurisdictional limits of this Court.

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XI.

ELEVENTH CAUSE OF ACTION

For Sex/Gender Discrimination in Employment

[California Government Code §§ 12940 et seq.]

Against Defendants Scoobeez & DOES 1 Through 100, Only

232. Plaintiff incorporates herein by reference and re-alleges each and every paragraph in this Complaint as though duly set forth in full herein.

233. Plaintiff was treated differently in the terms and conditions of Plaintiff's employment substantially due to Plaintiff's sex/gender, male.

234. At all times relevant herein, Plaintiff was qualified for and competently performed the position held throughout Plaintiff's employment with Defendant Scoobeez.

235. At all times relevant herein, Plaintiff was a male employee and within a class protected by the California Fair Employment & Housing Act ("FEHA").

236. Plaintiff was an employee of Scoobeez, beginning in or around August 2014, and worked as a Regional Operations Manager until his wrongful termination on or about February 13, 2017.

237. Beginning during Plaintiff's employment with Defendant Scoobeez, and continuing at least through the time of Plaintiff's wrongful termination on or about February 13, 2017, and continuing through January 30, 2018, and continuing thereafter, as a result of and substantially motivated by Plaintiff's sex/gender, male, Defendants subjected Plaintiff to discriminatory treatment and adverse employment actions including, but not limited, to the following:

a) Plaintiff was treated differently, disparately, and negatively because of his sex/gender, including but not limited to Defendants harassing Plaintiff (as aforesaid), denying Plaintiff opportunities, unfairly disciplining Plaintiff, overly monitoring and scrutinizing Plaintiff, denying Plaintiff benefits, wrongfully terminating Plaintiff, and refusing to return Plaintiff back to Plaintiff's former position or offer Plaintiff employment in any capacity, and failing to rehire Plaintiff.

b) Defendant Ms. Ohanessian regularly ridiculed Plaintiff by telling him, "The women were in power."

1 c) Defendant Ms. Ohanessian regularly ridiculed Plaintiff by telling him that the
2 company needed "a woman's touch."

3 d) Defendant Ms. Ohanessian regularly ridiculed Plaintiff by telling him that he
4 should hire women and not hire men because "they could do better than men," and that
5 "women were more powerful."

6 e) Defendant Mr. Ohanessian routinely accused Plaintiff of being on drugs and
7 frequently asked what drugs Plaintiff was using.

8 f) Defendant Mr. Ohanessian would constantly disparaged his employees in the
9 presence of Plaintiff, referring to them as "those Arabs" or "those Muslims" when
10 expressing frustration with delays, or simply to criticize his employees.

11 g) In direct response to Plaintiff notifying Scoobeez of his disabilities and requesting
12 accommodations, Mr. Ohanessian substantially reduced Plaintiff's work responsibilities
13 as a biased personnel management decision.

14 h) On or around January 2017, Plaintiff requested and took medically protected
15 leave due to his disabilities. However, immediately following, Defendant Mr. Ohanessian
16 unlawfully retaliated against Plaintiff by wrongfully terminating him on or around
17 February 13, 2017, in extremely close proximity

18 i) As such, Plaintiff was wrongfully terminated due to his sex/gender on or about
19 February 13, 2017.

20 j) At least through January 30, 2018, and continuing, Defendants failed and/or
21 refused to rehire/reinstate Plaintiff and/or offer Plaintiff employment in any capacity or
22 investigate Plaintiff's complaints and take appropriate remedial actions.

23 238. Defendant Scoobeez had an employment practice of harassment, discrimination, and
24 retaliation that had a disproportionate adverse effect on male individuals.

25 239. At all times relevant herein, Plaintiff believes and further alleges that Defendant
26 Scoobeez and/or its agents/representatives failed to timely, properly, and/or completely
27 investigate the unlawful conduct Plaintiff was routinely subjected to, and instead ratified and
28 condoned the unlawful behavior.

1 240. In doing the acts alleged herein, Defendants and DOES 1 through 100, and each of them,
2 were substantially motivated by Plaintiff's sex/gender, male.

3 241. As alleged herein, the aforesaid harassing and discriminatory comments were made in
4 Plaintiff's presence and/or Plaintiff was made aware and/or found out that such comments were
5 being made in the workplace, thereby subjecting Plaintiff to a hostile and discriminatory work
6 environment.

7 242. The acts and conduct of Defendants and DOES 1 through 100, and each of them, as
8 aforesaid, were in violation of California Government Code §§ 12940 et seq. Said statutes
9 impose certain duties upon Defendants, and each of them, concerning harassment against
10 persons, such as Plaintiff, on the basis of sex/gender and/or association with/advocacy for those
11 protected. Said statutes were intended to prevent the type of injury and damage herein set forth.

12 243. By the acts and conduct described above, Defendant Scoobeez, and DOES 1 through 100,
13 and each of them, in violation of said statutes, knew about, or should have known about, and
14 failed to investigate and/or properly investigate, prevent or remedy the sex/gender and/or
15 associational discrimination. The acts of discrimination described herein were sufficiently
16 pervasive so as to alter the conditions of employment, and created an abusive working
17 environment.

18 244. At all times relevant herein, Plaintiff believes and further alleges that Defendant
19 Commerce Casino and/or its agents/representatives failed to timely, properly, and/or completely
20 investigate the discrimination Plaintiff was routinely subjected to and ratified and condoned the
21 unlawful behavior.

22 245. As a result, Plaintiff filed timely charges and complaints of sex/gender harassment,
23 discrimination, and retaliation with the California Department of Fair Employment and Housing
24 and has received Notice(s) of Right to Sue in a California Superior Court pursuant to California
25 Government Code § 12965(b). Plaintiff has therefore exhausted Plaintiff's administrative
26 remedies under the California Government Code. Attached hereto and incorporated herein as
27 Exhibit "A" are said Complaints and by reference hereto are made a part hereof. Attached hereto
28 and incorporated herein as Exhibit "B" are said Right to Sue Notices and by reference hereto are

1 made a part hereof.

2 246. As a direct and legal result of the acts and omissions of Defendants and DOES 1 through
3 100, and each of them, Plaintiff was rendered sick, sore, lame, disabled and/or disordered, both
4 internally and/or externally, and/or suffered, among other things, emotional distress, including
5 but not limited to shock, pain, discomfort and/or anxiety.

6 247. As a further legal result of the acts and omissions of Defendants and DOES 1 through
7 100, and each of them, Plaintiff has been forced to incur expenses for medical care, and/or is
8 informed and believes, and thereon alleges, that Plaintiff will in the future be forced to incur
9 additional expenses of the same nature, all in an amount which is at present unknown. Plaintiff
10 will pray leave of court to show the exact amount of said expenses at the time of trial.

11 248. Prior to the occurrence of the incidents, Plaintiff was an able-bodied individual, but since
12 said incidents has been unable to engage fully in Plaintiff's occupation, and/or is informed and
13 believes, and thereon alleges, that Plaintiff will be fully and/or partially incapacitated and/or
14 unable to perform Plaintiff's usual work for an indefinite period of time in the future, all to
15 Plaintiff's damage in an amount which is at present unascertained. Plaintiff will pray leave of
16 court to show the total amount of loss of earnings at the time of trial.

17 249. As a further direct and legal result of the acts and conduct of Defendants and DOES 1
18 through 100, as aforesaid, Plaintiff has been caused, and did suffer, and continues to suffer
19 severe emotional and/or mental distress and anguish, humiliation, embarrassment, fright, shock,
20 pain, discomfort and/or anxiety. The exact nature and extent of said injuries is presently
21 unknown to Plaintiff, who will pray leave of court to assert the same when they are ascertained.

22 250. The aforementioned acts of Defendants and DOES 1 through 100, and each of them, were
23 willful, wanton, malicious, intentional, oppressive and despicable and were done in willful and
24 conscious disregard of the rights, welfare and safety of Plaintiff, and were done by managerial
25 agents and employees of Defendants, and with the express knowledge, consent, and ratification
26 of managerial agents and employees of Defendants and DOES 1 through 100, thereby justifying
27 the awarding of punitive and exemplary damages in an amount to be determined at the time of
28 trial pursuant to Cal. Civil Code § 3294(a) and (b).

251. By the aforesaid acts and conduct of Defendants and DOES 1 through 100, and each of them, Plaintiff has been directly and legally caused to suffer actual damages pursuant to California Civil Code § 3333 including, but not limited to, loss of earnings and future earning capacity, medical and related expenses for care and procedures both now and in the future, attorneys' fees, and other pecuniary loss not presently ascertained, for which Plaintiff will seek leave of court to amend when ascertained.

252. As a result of the discriminatory acts of Defendants and DOES 1 through 100, and each of them, as alleged herein, Plaintiff is entitled to reasonable attorneys' fees and costs of said suit as specifically provided in California Government Code § 12965(b).

253. The FEHA also provides remedies, including but not limited to, declaratory and injunctive relief. As such, Plaintiff is entitled to both declaratory and injunctive relief as a result of Defendants' unlawful conduct.

254. Plaintiff has been damaged in an amount within the jurisdictional limits of this Court.

XII.

TWELFTH CAUSE OF ACTION

For Sex/Gender Retaliation in Employment

[California Government Code §§ 12940 et seq.]

Against Defendants Scoobeez & DOES 1 Through 100, Only

255. Plaintiff incorporates herein by reference and re-alleges each and every paragraph in this Complaint as though duly set forth in full herein.

256. Plaintiff was an employee of Scoobeez, beginning in or around August 2014, and worked as a Regional Operations Manager until his wrongful termination on or about February 13, 2017.

257. Plaintiff was, at all times material hereto, a male employee who engaged in legally protected activities, including but not limited to complaining about sex/gender harassment and discrimination, and within a protected class covered by Cal. Gov. Code § 12940, prohibiting sex/gender retaliation in employment.

258. Beginning during Plaintiff's employment with Defendant Scoobeez, and continuing at least through the time of Plaintiff's wrongful termination on or about February 13, 2017, and

1 continuing through January 30, 2018, and continuing thereafter,

2 a) Plaintiff complained on multiple occasions regarding these aforementioned
3 harassing and discriminatory comments and conduct to Defendant Managers.

4 259. Defendant Scoobeez failed to take corrective or remedial measures to stop the unlawful
5 conduct, instead ratifying and condoning it.

6 260. As a result of and substantially motivated by Plaintiff engaging in the aforesaid protected
7 activities, including but not limited to complaining of the sex/gender harassment and
8 discrimination, Defendant Scoobeez subjected Plaintiff to the following retaliatory adverse
9 employment actions, including the following, among others:

10 a) Defendants treated Plaintiff differently, disparately, and negatively because of his
11 complaints of sex/gender discrimination, including making demeaning, abusive, and
12 derogatory comments and gestures in Plaintiff's presence, denying Plaintiff opportunities,
13 unfairly disciplining Plaintiff, overly monitoring and scrutinizing Plaintiff, denying
14 Plaintiff benefits, wrongfully terminating Plaintiff, refusing/failing to return Plaintiff to
15 Plaintiff's former position or offer Plaintiff employment in any capacity, and failing to
16 rehire Plaintiff.

17 b) Manager Ms. Ohanessian told another female salesperson, in the presence of
18 Plaintiff, "You're too stressed, you need to go get some sex."

19 c) Manager Mr. Ohanessian told Plaintiff in regards to performing his duties, "I
20 don't Defendant Ms. Ohanessian regularly ridiculed Plaintiff by telling him, "The women
21 were in power."

22 d) Defendant Ms. Ohanessian regularly ridiculed Plaintiff by telling him that the
23 company needed "a woman's touch."

24 e) Defendant Ms. Ohanessian regularly ridiculed Plaintiff by telling him that he
25 should hire women and not hire men because "they could do better than men," and that
26 "women were more powerful."

27 f) Defendant Mr. Ohanessian routinely accused Plaintiff of being on drugs and
28 frequently asked what drugs Plaintiff was using.

g) Defendant Mr. Ohanessian would constantly disparaged his employees in the presence of Plaintiff, referring to them as "those Arabs" or "those Muslims" when expressing frustration with delays, or simply to criticize his employees.

h) In direct response to Plaintiff notifying Scoobeez of his disabilities and requesting accommodations, Mr. Ohanessian substantially reduced Plaintiff's work responsibilities as a biased personnel management decision.

i) On or around January 2017, Plaintiff requested and took medically protected leave due to his disabilities. However, immediately following, Defendant Mr. Ohanessian unlawfully retaliated against Plaintiff by wrongfully terminating him on or around February 13, 2017, in extremely close proximity

j) As such, Plaintiff was wrongfully terminated due to his sex/gender on or about February 13, 2017.

k) At least through January 30, 2018, and continuing, Defendants failed and/or refused to rehire/reinstate Plaintiff and/or offer Plaintiff employment in any capacity or investigate Plaintiff's complaints and take appropriate remedial actions.

261. As shown above, Defendant had an employment practice of harassment, discrimination, and retaliation of employees, that had a disproportionate adverse effect on males.

262. At all times relevant herein, Plaintiff believes and further alleges that Defendant Scoobeez and/or its agents/representatives failed to timely, properly, and/or completely investigate the unlawful conduct Plaintiff was routinely subjected to, and instead ratified and condoned the unlawful behavior.

263. In doing the acts alleged herein, Defendant Scoobeez and DOES 1 through 100, and each of them, were substantially motivated by Plaintiff's sex/gender and/or aforesaid legally protected activities.

264. The acts and conduct of Defendants and DOES 1 through 100, and each of them, as aforesaid, were in violation of Cal. Gov. Code §§ 12940 et seq. Said statutes impose certain duties upon Defendant Commerce Casino concerning discrimination against persons, such as Plaintiff, on the basis of sex/gender and the prohibition of sex/gender discrimination. Said

1 statutes were intended to prevent the type of injury and damage herein set forth.

2 265. By the acts and conduct described above, Defendant Scoobeez and DOES 1 through 100,
3 and each of them, in violation of said statutes, knew about, or should have known about, and
4 failed to investigate and/or properly investigate, prevent or remedy the sex/gender retaliation.
5 The acts of retaliation described herein were sufficiently pervasive so as to alter the conditions of
6 employment, and created an abusive working environment.

7 266. As alleged herein, the aforesaid harassing and discriminatory comments were made in
8 Plaintiff's presence and/or Plaintiff was made aware and/or found out that such comments were
9 being made in the workplace, thereby subjecting Plaintiff to a hostile and discriminatory work
10 environment.

11 267. The acts of discrimination described herein were sufficiently pervasive so as to alter the
12 conditions of employment, and created an abusive working environment.

13 268. As a result, Plaintiff filed timely charges and complaints of sex/gender harassment,
14 discrimination, and retaliation with the California Department of Fair Employment and Housing
15 and has received Notice(s) of Right to Sue in a California Superior Court pursuant to California
16 Government Code § 12965(b). Plaintiff has therefore exhausted Plaintiff's administrative
17 remedies under the California Government Code. Attached hereto and incorporated herein as
18 Exhibit "A" are said Complaints and by reference hereto are made a part hereof. Attached hereto
19 and incorporated herein as Exhibit "B" are said Right to Sue Notices and by reference hereto are
20 made a part hereof.

21 269. As a direct and legal result of the acts and omissions of Defendants and DOES 1 through
22 100, and each of them, Plaintiff was rendered sick, sore, lame, disabled and/or disordered, both
23 internally and/or externally, and/or suffered, among other things, emotional distress, including
24 but not limited to shock, pain, discomfort and/or anxiety.

25 270. As a further legal result of the acts and omissions of Defendants and DOES 1 through
26 100, and each of them, Plaintiff has been forced to incur expenses for medical care, and/or is
27 informed and believes, and thereon alleges, that Plaintiff will in the future be forced to incur
28 additional expenses of the same nature, all in an amount which is at present unknown. Plaintiff

1 will pray leave of court to show the exact amount of said expenses at the time of trial.

2 271. Prior to the occurrence of the incidents, Plaintiff was an able-bodied individual, but since
3 said incidents has been unable to engage fully in Plaintiff's occupation, and/or is informed and
4 believes, and thereon alleges, that Plaintiff will be fully and/or partially incapacitated and/or
5 unable to perform Plaintiff's usual work for an indefinite period of time in the future, all to
6 Plaintiff's damage in an amount which is at present unascertained. Plaintiff will pray leave of
7 court to show the total amount of loss of earnings at the time of trial.

8 272. As a further direct and legal result of the acts and conduct of Defendants and DOES 1
9 through 100, as aforesaid, Plaintiff has been caused, and did suffer, and continues to suffer
10 severe emotional and/or mental distress and anguish, humiliation, embarrassment, fright, shock,
11 pain, discomfort and/or anxiety. The exact nature and extent of said injuries is presently
12 unknown to Plaintiff, who will pray leave of court to assert the same when they are ascertained.

13 273. The aforementioned acts of Defendants and DOES 1 through 100, and each of them, were
14 willful, wanton, malicious, intentional, oppressive and despicable and were done in willful and
15 conscious disregard of the rights, welfare and safety of Plaintiff, and were done by managerial
16 agents and employees of Defendants, and with the express knowledge, consent, and ratification
17 of managerial agents and employees of Defendants and DOES 1 through 100, thereby justifying
18 the awarding of punitive and exemplary damages in an amount to be determined at the time of
19 trial pursuant to Cal. Civil Code § 3294(a) and (b).

20 274. By the aforesaid acts and conduct of Defendants and DOES 1 through 100, and each of
21 them, Plaintiff has been directly and legally caused to suffer actual damages pursuant to
22 California Civil Code § 3333 including, but not limited to, loss of earnings and future earning
23 capacity, medical and related expenses for care and procedures both now and in the future,
24 attorneys' fees, and other pecuniary loss not presently ascertained, for which Plaintiff will seek
25 leave of court to amend when ascertained.

26 275. As a result of the retaliatory acts of Defendants and DOES 1 through 100, and each of
27 them, as alleged herein, Plaintiff is entitled to reasonable attorneys' fees and costs of said suit as
28 specifically provided in California Government Code § 12965(b).

1 276. The FEHA also provides remedies, including but not limited to, declaratory and
2 injunctive relief. As such, Plaintiff is entitled to both declaratory and injunctive relief as a result
3 of Defendants' unlawful conduct.

4 277. Plaintiff has been damaged in an amount within the jurisdictional limits of this Court.

5 **XIII.**

6 **THIRTEENTH CAUSE OF ACTION**

7 **For Failure to Pay Overtime Wages**

8 **[California Labor Code § 510 and IWC Wage Order No. 4]**

9 **Against Defendant Scoobeez & DOES 1 Through 100, Only**

10 278. Plaintiff incorporates herein by reference each and every paragraph in this Complaint as
11 though duly set forth in full herein.

12 279. Plaintiff was an employee of Scoobeez beginning in or around August 2014, and worked
13 as a Regional Operations Manager until his wrongful termination on or about February 13, 2017.

14 280. Throughout Plaintiff's employment, Defendant Scoobeez failed to compensate Plaintiff
15 with the true and/or correct and/or full amount of Plaintiff's earned overtime pay.

16 281. Plaintiff was routinely ordered and/or directed to work overtime without adequate
17 overtime compensation.

18 282. Indeed, throughout Plaintiff's employment, Plaintiff routinely worked in excess of eight
19 (8) hours per day and/or five (5) days per workweek, yet was still only compensated his regular
20 hourly wages.

21 283. At all times herein mentioned, the public policy of the State of California, as codified,
22 expressed and mandated in California Labor Code § 510 et seq. and Industrial Welfare
23 Commission ("IWC") Wage Order No. 4, Section 3(A), declares that eight hours of labor
24 constitutes a day's work. Any work in excess of eight hours in one workday and any work in
25 excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of
26 work in any one workweek shall be compensated at the rate of no less than one and one-half
27 times the regular rate of pay for an employee.

28 284. As a result of the aforesaid acts and conduct of Defendant Scoobeez, Plaintiff is entitled

1 to recover in a civil action the unpaid balance of the overtime compensation, including interest,
2 reasonable attorneys' fees, and fees pursuant to California Labor Code § 1194, which declares
3 that notwithstanding any agreement to work for a lesser wage, any employee receiving less than
4 the legal minimum wage or the legal overtime compensation applicable to the employee is
5 entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage
6 or overtime compensation, including interest, reasonable attorneys' fees, and costs of suit.

7 285. Plaintiff is entitled to reasonable attorney fees and court costs of said suit as specifically
8 provided in California Labor Code §§ 218.5(a).

9 286. The acts of Defendants and DOES 1 through 100, were willful, wanton, malicious,
10 intentional, oppressive and despicable and were done in willful and conscious disregard of the
11 rights, welfare and safety of Plaintiff, and were done by managerial agents and employees of
12 Defendant Scoobeez and DOES 1 through 100, and with the express knowledge, consent, and
13 ratification of managerial agents and employees of Defendant Scoobeez and DOES 1 through
14 100, thereby justifying the awarding of punitive and exemplary damages in an amount to be
15 determined at the time of trial pursuant to California Civil Code § 3294(a) and (b).

16 287. Defendants are liable for civil penalties pursuant to California Labor Code §§ 558 and
17 203, other applicable provisions of the Labor Code, and other applicable laws and regulations.

18 288. Plaintiff is entitled to both declaratory and injunctive relief as a result of Defendant's
19 unlawful conduct.

20 289. Plaintiff has been damaged in an amount within the jurisdictional limits of this Court.

21 **XIV.**

22 **FOURTEENTH CAUSE OF ACTION**

23 **Failure to Provide Meal and Rest Periods**

24 **[California Labor Code § 226.7, 512 and Wage Order No. 4]**

25 **Against Defendant Scoobeez & DOES 1 Through 100, Only**

26 290. Plaintiff incorporates herein by reference and re-alleges each and every paragraph in this
27 Complaint as though duly set forth in full herein.

28 291. Plaintiff was an employee of Scoobeez beginning in or around August 2014, and worked

1 as a Regional Operations Manager until his wrongful termination on or about February 13, 2017.

2 292. Throughout Plaintiff's employment, Defendant Scoobeez failed to provide Plaintiff with
3 all of his timely mandatory meal and rest periods as required by California law, including but not
4 limited to the following:

5 a) On numerous occasions beginning during Plaintiff's employment and continuing
6 at least through on or about January 16, 2015, Defendants did not permit Plaintiff to take
7 a timely and proper uninterrupted lunch break in violation of California Labor Code §
8 512(a) and IWC Wage Order No. 4, Section 11(A).

9 b) On numerous occasions, Defendants denied Plaintiff his lawfully provided proper
10 uninterrupted 10 minute break.

11 293. At all times herein relevant, the public policy of the State of California, as codified,
12 expressed and mandated by California Labor Code § 512(a) and IWC Wage Order No. 4, Section
13 11(A) declares that an employer may not employ an employee for a work period of more than
14 five hours per day without providing the employee with a meal period of not less than 30
15 minutes, except that if the total work period per day of the employee is no more than six hours,
16 the period may be waived by mutual consent of both the employer and employee.

17 294. At all times herein relevant, the public policy of the State of California, as codified,
18 expressed and mandated by IWC Wage Order No. 4, Section 11(A) also declares unless the
19 employee is relieved of all duty during his/her thirty minute meal period, the meal period shall be
20 considered an "on duty" meal period and counted as hours worked, which must be compensated
21 at the employee's regular rate of pay. An "on duty" meal period shall be permitted only when the
22 nature of the work prevents an employee from being relieved of all duty and when by written
23 agreement between the employer and employee an on-the-job paid meal period is agreed to.

24 295. At all times herein relevant, the public policy of the State of California, as codified,
25 expressed and mandated by IWC Wage Order No. 4, Section 12(a) requires that every employer
26 shall authorize and permit all employees to take rest periods, which insofar as practicable shall
27 be in the middle of each work period. The authorized rest period time shall be based on the total
28 hours worked daily at the rate of ten minutes net rest time per four hours or major fraction

1 thereof. Authorized rest period time shall be counted as hours worked for which there shall be no
2 deduction from wages.

3 296. At all times herein relevant, the public policy of the State of California, as codified,
4 expressed and mandated by Labor Code § 226.7(a) declares that no employer shall require any
5 employee to work during any meal or rest period mandated by an applicable order of the IWC.

6 297. Section § 226.7(b), IWC Wage Order No. 4, §§ 11(B), 12(B) declare that if an employer
7 fails to provide an employee a meal period or rest period in accordance with an applicable order
8 of the IWC, the employer shall pay the employee one additional hour of pay at the employee's
9 regular rate of compensation for each work day that the meal or rest period is not provided.

10 298. As such, Plaintiff is entitled to one additional hour of pay at the employee's regular rate
11 of compensation for each work day that the meal or rest period was not provided.

12 299. As a result of the acts of Defendant Scoobeez and DOES 1 through 100, and each of
13 them, Plaintiff is also entitled to compensation for each meal period where Plaintiff was "on
14 duty."

15 300. Plaintiff is also entitled to any and all relief as provided for by Cal. Labor Code § 203.

16 301. As a result of the retaliatory acts of Defendant Scoobeez and DOES 1 through 100, and
17 each of them, as alleged herein, Plaintiff is entitled to reasonable attorneys' fees and costs of said
18 suit as specifically provided in California Code of Civil Procedure § 1021.5. Plaintiff's action
19 enforces important rights affecting the public interest by bringing forth this lawsuit to ensure
20 Defendant Scoobeez, as an employer, offers its employees meal and rest periods, thereby
21 conferring a significant benefit on the general public's health and well-being as a result. The
22 necessity and financial burden of this private enforcement, as well as the interest of justice,
23 entitles Plaintiff to reasonable attorneys' fees and costs under California Code of Civil Procedure
24 § 1021.5.

25 302. The acts of Defendants and DOES 1 through 100, were willful, wanton, malicious,
26 intentional, oppressive and despicable and were done in willful and conscious disregard of the
27 rights, welfare and safety of Plaintiff, and were done by managerial agents and employees of
28 Defendant Scoobeez and DOES 1 through 100, and with the express knowledge, consent, and

1 ratification of managerial agents and employees of Defendant Scoobeez and DOES 1 through
2 100, thereby justifying the awarding of punitive and exemplary damages in an amount to be
3 determined at the time of trial pursuant to California Civil Code § 3294(a) and (b).

4 Plaintiff has been damaged in an amount within the jurisdictional limits of this Court.

5 303. Plaintiff has been damaged in an amount within the jurisdictional limits of this Court.

6 **XV.**

7 **FIFTEENTH CAUSE OF ACTION**

8 **For Violation of California Labor Code § 2802 et. seq.**

9 **Against Defendants Scoobeez & DOES 1 Through 100, Only**

10 304. Plaintiff incorporates herein by reference each and every paragraph in this Complaint as
11 though duly set forth in full herein.

12 305. Plaintiff was an employee of Scoobeez beginning in or around August 2014, and worked
13 as a Regional Operations Manager until his wrongful termination on or about February 13, 2017.

14 306. Plaintiff incurred out-of-pocket work-related expenses as a direct consequence of the
15 discharge of Plaintiff's duties during the course of Plaintiff's employment with Scoobeez,
16 including but not limited to gas, mileage, and office supplies.

17 307. However, Defendant Scoobeez failed and refused to reimburse Plaintiff for these work-
18 related expenses, expenditures, or losses incurred by Plaintiff in direct consequence of Plaintiff's
19 duties.
20

21 308. As such, Defendant Scoobeez was in violation of California Labor Code § 2802, which
22 declares:

23 (a) An employer shall indemnify his or her employee for all necessary
24 expenditures or losses incurred by the employee in direct consequence of the
25 discharge of his or her duties, or of his or her obedience to the directions of the
26 employer, even though unlawful, unless the employee, at the time of obeying the
27 directions, believed them to be unlawful.

28 (b) All awards made by a court or by the Division of Labor Standards
Enforcement for reimbursement of necessary expenditures under this section shall
carry interest at the same rate as judgments in civil actions. Interest shall accrue
from the date on which the employee incurred the necessary expenditure or loss.

(c) For purposes of this section, the term "necessary expenditures or losses" shall include all reasonable costs, including, but not limited to, attorney's fees incurred by the employee enforcing the rights granted by this section.

309. Despite Defendant Scoobeez' legal obligation to reimburse Plaintiff for the necessary expenditures incurred by Plaintiff in direct consequence of the discharge of Plaintiff's duties, Defendant Scoobeez failed to do so.

310. As such, Plaintiff is entitled to damages and awards, with interest, pursuant to Cal. Labor Code § 2802(b), (c), and as deemed appropriate by this Court.

311. By the aforesaid acts and conduct of Defendant Scoobeez and DOES 1 through 100, Plaintiff has been directly and legally caused to suffer actual damages pursuant to California Civil Code § 3333 including, but not limited to, loss of earnings and future earning capacity, medical and related expenses for care and procedures both now and in the future, attorneys' fees, and other pecuniary loss not presently ascertained, for which Plaintiff will seek leave of court to amend when ascertained.

312. As a result of the acts of Defendant Scoobeez and DOES 1 through 100, and each of them, as alleged herein, Plaintiff is entitled to reasonable attorneys' fees and costs of said suit as specifically provided by Cal. Code of Civil Procedure § 1021.5. Plaintiff's action enforces important rights affecting the public interest by bringing forth this lawsuit to ensure Defendant Scoobeez, as a large employer, indemnifies its employees' expenses and losses in discharging their duties, thereby conferring a significant benefit on the general public. The necessity and financial burden of this private enforcement, as well as the interest of justice, entitles Plaintiff to reasonable attorneys' fees and costs under Cal. Code of Civil Procedure § 1021.5.

313. Plaintiff has been generally damaged in an amount within the jurisdictional limits of this court.

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XVI.

SIXTEENTH CAUSE OF ACTION

Failure to Pay Wages

[California Labor Code § 201]

Against Defendants Scoobeez & DOES 1 Through 100, Only

314. Plaintiff incorporates herein by reference each and every paragraph in this Complaint as though duly set forth in full herein.

315. Plaintiff was an employee of Scoobeez beginning in or around August 2014, and worked as a Regional Operations Manager until his wrongful termination on or about February 13, 2017.

316. Defendant failed to properly compensate Plaintiff for meal/rest break violations, including penalties, overtime performed, or for reimbursements.

317. Scoobeez' violation of this Labor Code was intentional.

318. As a direct result of the conduct, act and omissions of Defendant Scoobeez and DOES 1 through 100, and each of them, Plaintiff has been harmed and damaged in an amount to be shown at the time of trial, together with prejudgment interest thereon from the time owed until paid, all within an amount within the jurisdictional limits of this Court.

319. Plaintiff is entitled to all penalties provided by California Labor Code § 203, among others.

320. The acts of Defendant Scoobeez and DOES 1 through 100, were willful, wanton, malicious, intentional, oppressive and despicable and were done in willful and conscious disregard of the rights, welfare and safety of Plaintiff, and were done by managerial agents and employees of Defendant Scoobeez and DOES 1 through 100, and with the express knowledge, consent, and ratification of managerial agents and employees of Defendant Scoobeez and DOES 1 through 100, thereby justifying the awarding of punitive and exemplary damages in an amount to be determined at the time of trial pursuant to California Civil Code § 3294(a) and (b).

321. As a result of the unlawful acts of Defendants and DOES 1 through 100, and each of them, as alleged herein, Plaintiff is entitled to reasonable attorneys' fees and costs of said suit as specifically provided in Cal. C.C.P. § 1021.5. Plaintiff's action enforces important rights

1 affecting the public interest by bringing forth this lawsuit to ensure Defendants refrain from
2 failing to properly compensate their employees, thereby conferring a significant benefit on the
3 general public's health and well-being as a result. The necessity and financial burden of this
4 private enforcement, as well as the interest of justice, entitles Plaintiff to reasonable attorneys'
5 fees and costs under Cal. C.C.P. § 1021.5.

6 322. Plaintiff has been damaged in an amount within the jurisdictional limits of this Court.

7 **XVII.**

8 **SEVENTEENTH CAUSE OF ACTION**

9 **Failure to Compensate Employee**

10 **[California Labor Code § 2926]**

11 **Against Defendants Scoobeez & DOES 1 Through 100, Only**

12 323. Plaintiff incorporates herein by reference each and every paragraph in this Complaint as
13 though duly set forth in full herein.

14 324. Plaintiff was an employee of Scoobeez beginning in or around August 2014, and worked
15 as a Regional Operations Manager until his wrongful termination on or about February 13, 2017.

16 325. Defendant failed to properly compensate Plaintiff for meal/rest break violations,
17 including penalties, overtime performed, or for reimbursements.

18 326. Scoobeez' violation of this Labor Code was intentional.

19 327. As a direct result of the conduct, act and omissions of Defendant Scoobeez and DOES 1
20 through 100, and each of them, Plaintiff has been harmed and damaged in an amount to be
21 shown at the time of trial, together with prejudgment interest thereon from the time owed until
22 paid, all within an amount within the jurisdictional limits of this Court.

23 328. Plaintiff is entitled to all penalties provided by California Labor Code §§ 203 and 2926,
24 among others.

25 329. The acts of Defendant Scoobeez and DOES 1 through 100, were willful, wanton,
26 malicious, intentional, oppressive and despicable and were done in willful and conscious
27 disregard of the rights, welfare and safety of Plaintiff, and were done by managerial agents and
28 employees of Defendant Scoobeez and DOES 1 through 100, and with the express knowledge,

1 consent, and ratification of managerial agents and employees of Defendant Scoobeez and DOES
2 1 through 100, thereby justifying the awarding of punitive and exemplary damages in an amount
3 to be determined at the time of trial pursuant to California Civil Code § 3294(a) and (b).

4 330. As a result of the unlawful acts of Defendants and DOES 1 through 100, and each of
5 them, as alleged herein, Plaintiff is entitled to reasonable attorneys' fees and costs of said suit as
6 specifically provided in Cal. C.C.P. § 1021.5. Plaintiff's action enforces important rights
7 affecting the public interest by bringing forth this lawsuit to ensure Defendants refrain from
8 failing to properly compensate their employees, thereby conferring a significant benefit on the
9 general public's health and well-being as a result. The necessity and financial burden of this
10 private enforcement, as well as the interest of justice, entitles Plaintiff to reasonable attorneys'
11 fees and costs under Cal. C.C.P. § 1021.5.

12 331. Plaintiff has been damaged in an amount within the jurisdictional limits of this Court.

13 **VIII.**

14 **EIGHTEENTH CAUSE OF ACTION**

15 **For Violation of California Business & Professions Code §§ 17200 et seq.**

16 **Against Defendants Scoobeez & DOES 1 Through 100, Only**

17 332. Plaintiff incorporates herein by reference and re-alleges each and every paragraph in this
18 Complaint as though duly set forth in full herein.

19 333. Defendant Scoobeez engaged in unfair, unlawful, fraudulent, deceptive, untrue, and/or
20 misleading business practices through the following, among others:

21 a) As aforesaid, Defendant Scoobeez failed to provide Plaintiff with all of his
22 mandatory meal and/or rest periods as required by California law. Said conduct was in
23 violation of Cal. Labor Code §§ 226.7 and 512 and IWC Wage Order No.4. §§ 11, 12.

24 b) Additionally, as aforesaid, Defendant Scoobeez failed to compensate Plaintiff
25 with the true and/or correct and/or full amount of his earned overtime pay. Said conduct
26 was in violation of Cal. Labor Code § 510 and IWC Wage Order No.4. § 11.

27 c) As aforesaid, Defendant Scoobeez failed to lawfully provide reimbursements to
28 Plaintiff, in violation of California Labor Code § 2802.

1 d) As aforesaid, Defendant Scoobeez failed to lawfully provide wages to Plaintiff, in
2 violation of California Labor Code § 201.

3 e) As aforesaid, Defendant Scoobeez failed to lawfully provide wages to Plaintiff, in
4 violation of California Labor Code § 2926.

5 f) As aforesaid, Defendant Scoobeez wrongfully terminated Plaintiff to avoid paying
6 him wages.

7 334. Through the aforementioned acts, Defendant Scoobeez engaged in unfair, unlawful,
8 fraudulent, deceptive, untrue, and/or misleading business practices in direct violation of
9 California Bus. & Prof. Code § 17200, which prohibits conducting such business.

10 335. Defendant Scoobeez' willful and/or reckless conduct constituted unfair business practices
11 and acts because the harm to the general public outweighed any utility that its conduct may have
12 produced.

13 336. As a direct result of the conduct, act and omissions of Defendant Scoobeez and DOES 1
14 through 100, and each of them, Plaintiff has been harmed and damaged in an amount to be
15 shown at the time of trial, together with prejudgment interest thereon from the time owed until
16 paid, all within an amount within the jurisdictional limits of this Court.

17 337. Plaintiff is also entitled to all penalties provided by Cal. Bus. & Prof. Code § 17206.

18 338. Additionally, Cal. Bus. & Prof. Code § 17205 declares, unless otherwise expressly
19 provided, the remedies or penalties provided by this chapter are cumulative to each other and to
20 the remedies or penalties available under all other laws of this state.

21 339. As a result of the retaliatory acts of Defendant Scoobeez and DOES 1 through 100, and
22 each of them, as alleged herein, Plaintiff is entitled to reasonable attorneys' fees and costs of said
23 suit as specifically provided in California Code of Civil Procedure § 1021.5. Plaintiff's action
24 enforces important rights affecting the public interest by bringing forth this lawsuit to ensure
25 Defendant Scoobeez, as an employer, does not engage in unfair business practices, thereby
26 conferring a significant benefit on the general public's health and well-being as a result. The
27 necessity and financial burden of this private enforcement, as well as the interest of justice,
28 entitles Plaintiff to reasonable attorneys' fees and costs under California Code of Civil Procedure

1 § 1021.5.

2 340. The acts of Defendants and DOES 1 through 100, were willful, wanton, malicious,
3 intentional, oppressive and despicable and were done in willful and conscious disregard of the
4 rights, welfare and safety of Plaintiff, and were done by managerial agents and employees of
5 Defendant Scoobeez and DOES 1 through 100, and with the express knowledge, consent, and
6 ratification of managerial agents and employees of Defendant Scoobeez and DOES 1 through
7 100, thereby justifying the awarding of punitive and exemplary damages in an amount to be
8 determined at the time of trial pursuant to California Civil Code § 3294(a) and (b).

9 341. Plaintiff is entitled to both declaratory and injunctive relief as a result of Defendants'
10 unlawful conduct.

11 Plaintiff has been damaged in an amount within the jurisdictional limits of this Court.

12 **XIX.**

13 **NINETEENTH CAUSE OF ACTION**

14 **For Whistleblower Violations**

15 **[California Labor Code § 1102.5]**

16 **Against Defendants Scoobeez & DOES 1 Through 100, Only**

17 342. Plaintiff incorporates herein by reference each and every paragraph in this Complaint as
18 though duly set forth in full herein.

19 343. Plaintiff was an employee of Scoobeez beginning in or around August 2014, and worked
20 as a Regional Operations Manager until his wrongful termination on or about February 13, 2017.

21 344. Defendants retaliated against Plaintiff for blowing the whistle/complaining
22 about/protesting against its unlawful activities, including but not limited to race/national origin,
23 sex/gender, and disability harassment discrimination, and retaliation, and wage and hour
24 violations, where Plaintiff had reasonable cause to believe Plaintiff's employer was violating the
25 law.

26 345. It is a violation of the California whistleblower statute, Cal. Labor Code § 1102.5, and
27 public policy to unlawfully retaliate/punish/discharge or deny opportunities to an employee for
28 refusing to violate the law and/or for protesting unlawful activities to a government agency or

1 his/her employer.

2 346. Plaintiff was a whistleblower pursuant to Cal. Labor Code § 1102.5, as Plaintiff engaged
3 in the following protected activities, among others:

4 a) Plaintiff continuously complained to Management that he was not being provided
5 proper meal and rest periods.

6 b) Plaintiff continuously complained to Management that he was not being provided
7 proper overtime compensation.

8 c) Plaintiff continuously complained to Management that he was not being provided
9 proper compensation, including for reimbursements.

10 d) Plaintiff complained to his Managers regarding the aforementioned harassment,
11 discrimination, and retaliation.

12 347. However, as a direct result of Plaintiff engaging in legally protected activity and
13 complaining about and protesting against the aforesaid violations of law (or Plaintiff's
14 reasonable belief that laws were being violated), Defendants retaliated against Plaintiff through
15 the following, among others:

16 a) Plaintiff was treated differently, disparately, and negatively because of his
17 complaints, including but not limited to Defendants harassing Plaintiff (as aforesaid),
18 failing to initiate and thereafter participate in the mandatory good-faith interactive
19 process to determine the nature and extent of Plaintiff's disabilities and determine
20 whether reasonable accommodations were possible, failing to provide Plaintiff reasonable
21 accommodations, denying Plaintiff opportunities, unfairly disciplining Plaintiff, overly
22 monitoring and scrutinizing Plaintiff, denying Plaintiff benefits, wrongfully terminating
23 Plaintiff, and refusing to return Plaintiff back to Plaintiff's former position or offer
24 Plaintiff employment in any capacity, and failing to rehire Plaintiff.

25 b) Plaintiff notified his supervisors, including Defendant Mr. Ohanessian, in mid-
26 2016 that he suffered from and was diagnosed with anxiety and depression.

27 c) However, immediately subsequently, Defendant Mr. Ohanessian refused to offer
28 any type of accommodation and persuaded Plaintiff to not see a doctor.

1 d) Thereafter, during the course of the following approximately three to four months,
2 Defendant Mr. Ohanessian directed harassing and discriminatory conduct toward Plaintiff
3 on a routine basis. For example, Mr. Ohanessian routinely accused Plaintiff of being on
4 drugs and frequently asked what drugs Plaintiff was using.

5 e) Defendant Mr. Ohanessian would further constantly disparage his employees in
6 the presence of Plaintiff, referring to them as "those Arabs" or "those Muslims" when
7 expressing frustration with delays, or simply to criticize his employees.

8 f) Defendant Ms. Ohanessian regularly ridiculed Plaintiff by telling him, "The
9 women were in power," that the company needed "a woman's touch," that he should hire
10 women and not hire men because "they could do better than men," and that "women were
11 more powerful."

12 g) In direct response to Plaintiff notifying Scoobeez of his disabilities and requesting
13 accommodations, Mr. Ohanessian substantially reduced Plaintiff's work responsibilities
14 as a biased personnel management decision.

15 h) On or around January 2017, Plaintiff requested and took medically protected
16 leave due to his disabilities. However, immediately following, Defendant Mr. Ohanessian
17 unlawfully retaliated against Plaintiff by wrongfully terminating him on or around
18 February 13, 2017, in extremely close proximity

19 i) As such, Plaintiff was wrongfully terminated due to his complaints on or about
20 February 13, 2017.

21 j) At least through January 30, 2018, and continuing, Defendants failed and/or
22 refused to rehire/reinstate Plaintiff and/or offer Plaintiff employment in any capacity or
23 investigate Plaintiff's complaints and take appropriate remedial actions.

24 k) Accordingly, Defendants Scoobeez had and maintained a policy and/or practice
25 which prevented/prevents Plaintiff and other employees from complaining about and/or
26 protesting against his/her employer's violation(s) of law to a government agency, or
27 reasonable belief that a law(s) is being violated.

28 348. California Labor Code § 1102.5 declares:

1 (a) An employer, or any person acting on behalf of the employer, shall not make,
2 adopt, or enforce any rule, regulation, or policy preventing an employee from
3 disclosing information to a government or law enforcement agency, to a person
4 with authority over the employee, or to another employee who has authority to
5 investigate, discover, or correct the violation or noncompliance, or from providing
6 information to, or testifying before, any public body conducting an investigation,
7 hearing, or inquiry, if the employee has reasonable cause to believe that the
8 information discloses a violation of state or federal statute, or a violation of or
9 noncompliance with a local, state, or federal rule or regulation, regardless of
10 whether disclosing the information is part of the employee's job duties.

11 (b) An employer, or any person acting on behalf of the employer, shall not
12 retaliate against an employee for disclosing information, or because the employer
13 believes that the employee disclosed or may disclose information, to a
14 government or law enforcement agency, to a person with authority over the
15 employee or another employee who has the authority to investigate, discover, or
16 correct the violation or noncompliance, or for providing information to, or
17 testifying before, any public body conducting an investigation, hearing, or
18 inquiry, if the employee has reasonable cause to believe that the information
19 discloses a violation of state or federal statute, or a violation of or noncompliance
20 with a local, state, or federal rule or regulation, regardless of whether disclosing
21 the information is part of the employee's job duties.

22 (c) An employer, or any person acting on behalf of the employer, shall not
23 retaliate against an employee for refusing to participate in an activity that would
24 result in a violation of state or federal statute, or a violation of or noncompliance
25 with a local, state, or federal rule or regulation.

26 349. Defendants Scoobeez violated Cal. Labor Code § 1102.5(a) as it made, adopted, and
27 enforced rules, regulation and policies preventing Plaintiff from disclosing information to
28 government and law enforcement agencies or a person with authority over Plaintiff and/or
authority to investigate, discover, investigate, or correct the violation, where Plaintiff had
reasonable cause to believe Plaintiff's employer was violating the law.

350. Defendants Scoobeez violated Cal. Labor Code § 1102.5(b) as it retaliated against
Plaintiff for protesting Defendants' unlawful actions, and/or because Defendant Scoobeez felt
Plaintiff may protest, to a government or law enforcement agency or to a person with authority
over the employee and/or authority to investigate, discover, investigate, or correct the violation.

351. Plaintiff was retaliated against through the aforesaid acts by Defendants Scoobeez, at
least in part, because of Plaintiff's refusal to participate in an activity that would result in a
violation of state or federal statutes (or Plaintiff reasonably believed to be in violation).

1 Defendants Scoobeez were thus in violation of Cal. Labor Code § 1102.5(c).

2 352. When Plaintiff was subjected to the adverse employment actions identified above,
3 Defendants Scoobeez, and DOES 1 through 100, and each of them, were substantially motivated
4 by Plaintiff's complaints of violations of state and/or federal law (or Plaintiff's reasonable belief
5 that a law(s) was being violated), and said complaints were substantial motivating factors and/or
6 reasons in the decision to subject Plaintiff to the aforesaid retaliatory, adverse employment
7 actions, in violation of California Labor Code § 1102.5.

8 353. As a direct and legal result of the acts and omissions of Defendants and DOES 1 through
9 100, and each of them, Plaintiff was rendered sick, sore, lame, disabled and/or disordered, both
10 internally and/or externally, and suffered, among other things, emotional distress, including but
11 not limited to shock, pain, discomfort and/or anxiety.

12 354. As a further legal result of the acts and omissions of Defendants Scoobeez, and DOES 1
13 through 100, and each of them, Plaintiff has been forced to incur expenses for medical care, X-
14 rays, and/or laboratory costs during the period of Plaintiff's disability, and is informed and
15 believes, and/or thereon alleges, that Plaintiff will in the future be forced to incur additional
16 expenses of the same nature, all in an amount which is at present unknown. Plaintiff will pray
17 leave of court to show the exact amount of said expenses at the time of trial.

18 355. Prior to the occurrence of the incidents, Plaintiff was an able-bodied individual, but since
19 said incidents has been unable to engage fully in Plaintiff's occupation, and/or is informed and
20 believes, and thereon alleges, that Plaintiff will be partially and/or fully incapacitated and/or
21 unable to perform Plaintiff's usual work for an indefinite period of time in the future, all to
22 Plaintiff's damages in an amount which is at present unascertained. Plaintiff will pray leave of
23 court to show the total amount of loss of earnings at the time of trial.

24 356. As a further direct and legal result of the acts of Defendants Scoobeez, and DOES 1
25 through 100, Plaintiff has been caused, and did suffer, and continues to suffer severe and/or
26 permanent emotional and/or mental distress and anguish, humiliation, embarrassment, fright,
27 shock, pain, discomfort and/or anxiety. The exact nature and extent of said injuries is presently
28 unknown to Plaintiff, who will pray leave of court to assert the same when they are ascertained.

1 357. The aforementioned acts of Defendants and DOES 1 through 100, and each of them, were
2 willful, wanton, malicious, intentional, oppressive and despicable and were done in willful and
3 conscious disregard of the rights, welfare and safety of Plaintiff, and were done by managerial
4 agents and employees of Defendants, and with the express knowledge, consent, and ratification
5 of managerial agents and employees of Defendants and DOES 1 through 100, thereby justifying
6 the awarding of punitive and exemplary damages in an amount to be determined at the time of
7 trial pursuant to Cal. Civil Code § 3294(a) and (b).

8 358. Plaintiff is entitled to a civil penalty up to ten thousand dollars (\$10,000) for each
9 violation of Cal. Lab. Code § 1102.5.

10 359. By the acts and conduct of aforesaid Defendants Scoobeez, and DOES 1 through 100,
11 and each of them, Plaintiff has been directly and legally caused to suffer actual damages pursuant
12 to California Civil Code § 3333 including, but not limited to, loss of earnings and future earning
13 capacity, medical and related expenses for care and procedures both now and in the future,
14 attorneys' fees, and other pecuniary loss not presently ascertained, for which Plaintiff will seek
15 leave of court to amend when ascertained.

16 360. As a result of the unlawful acts of Defendants and DOES 1 through 100, and each of
17 them, as alleged herein, Plaintiff is entitled to reasonable attorneys' fees and costs of said suit as
18 specifically provided in Cal. C.C.P. § 1021.5. Plaintiff's action enforces important rights
19 affecting the public interest by bringing forth this lawsuit to ensure Defendants refrain from
20 unlawfully retaliating against employees for blowing the whistle, thereby conferring a significant
21 benefit on the general public's health and well-being as a result. The necessity and financial
22 burden of this private enforcement, as well as the interest of justice, entitles Plaintiff to
23 reasonable attorneys' fees and costs under Cal. C.C.P. § 1021.5.

24 361. Plaintiff has been damaged in an amount within the jurisdictional limits of this Court.

25 ///

26 ///

27 ///

28 ///

1 XX.

2 **TWENTIETH CAUSE OF ACTION**

3 **For Intentional Infliction of Emotional Distress**

4 **Against All Defendants & DOES 1 Through 100, Inclusive**

5 362. Plaintiff incorporates herein by reference and re-alleges each and every paragraph in this
6 Complaint as though duly set forth in full herein.

7 363. The aforesaid conduct of Defendants, and each of them, was so extreme and outrageous
8 as to exceed all bounds of that usually tolerated in a civilized society, and intended to cause and
9 actually did cause Plaintiff to suffer severe emotional distress.

10 364. Defendants, and each of them, intended to cause and did cause Plaintiff severe emotional
11 distress, as a result of the aforesaid unlawful conduct.

12 365. Plaintiff did not consent to Defendants' conduct, as herein alleged, and said conduct was
13 unprivileged. Defendants' conduct caused Plaintiff to suffer severe emotional distress.

14 366. Defendants' conduct continues to cause Plaintiff to suffer severe emotional distress.

15 367. Further, at all times relevant herein, individual Defendants were agents/employees of
16 Defendant Scoobeez, and in doing the acts alleged herein, were acting within the course and
17 scope of their employment with Defendant Scoobeez.

18 368. As a direct and legal result of the acts and omissions of Defendants and DOES 1 through
19 100, and each of them, Plaintiff was rendered sick, sore, lame, disabled and/or disordered, both
20 internally and/or externally, and suffered, among other things, emotional distress, including but
21 not limited to shock, pain, discomfort and/or anxiety.

22 369. As a further legal result of the acts and omissions of Defendants Scoobeez, and DOES 1
23 through 100, and each of them, Plaintiff has been forced to incur expenses for medical care, X-
24 rays, and/or laboratory costs during the period of Plaintiff's disability, and is informed and
25 believes, and/or thereon alleges, that Plaintiff will in the future be forced to incur additional
26 expenses of the same nature, all in an amount which is at present unknown. Plaintiff will pray
27 leave of court to show the exact amount of said expenses at the time of trial.

28 370. Prior to the occurrence of the incidents, Plaintiff was an able-bodied individual, but since

1 said incidents has been unable to engage fully in Plaintiff's occupation, and/or is informed and
2 believes, and thereon alleges, that Plaintiff will be partially and/or fully incapacitated and/or
3 unable to perform Plaintiff's usual work for an indefinite period of time in the future, all to
4 Plaintiff's damages in an amount which is at present unascertained. Plaintiff will pray leave of
5 court to show the total amount of loss of earnings at the time of trial.

6 371. As a further direct and legal result of the acts of Defendants Scoobeez, and DOES 1
7 through 100, Plaintiff has been caused, and did suffer, and continues to suffer severe and/or
8 permanent emotional and/or mental distress and anguish, humiliation, embarrassment, fright,
9 shock, pain, discomfort and/or anxiety. The exact nature and extent of said injuries is presently
10 unknown to Plaintiff, who will pray leave of court to assert the same when they are ascertained.

11 372. The aforementioned acts of Defendants and DOES 1 through 100, and each of them, were
12 willful, wanton, malicious, intentional, oppressive and despicable and were done in willful and
13 conscious disregard of the rights, welfare and safety of Plaintiff, and were done by managerial
14 agents and employees of Defendants, and with the express knowledge, consent, and ratification
15 of managerial agents and employees of Defendants and DOES 1 through 100, thereby justifying
16 the awarding of punitive and exemplary damages in an amount to be determined at the time of
17 trial pursuant to Cal. Civil Code § 3294(a) and (b).

18 373. By the aforesaid acts and conduct of Defendants and DOES 1 through 100, and each of
19 them, Plaintiff has been directly and legally caused to suffer actual damages pursuant to
20 California Civil Code § 3333 including, but not limited to, loss of earnings and future earning
21 capacity, medical and related expenses for care and procedures both now and in the future,
22 attorneys' fees, and other pecuniary loss not presently ascertained, for which Plaintiff will seek
23 leave of court to amend when ascertained.

24 374. As a result of the unlawful acts of Defendants and DOES 1 through 100, and each of
25 them, as alleged herein, Plaintiff is entitled to reasonable attorneys' fees and costs of said suit as
26 specifically provided in Cal. C.C.P. § 1021.5. Plaintiff's action enforces important rights
27 affecting the public interest by bringing forth this lawsuit to ensure Defendants refrain from
28 intentionally inflicting emotional distress on others (employees/coworkers), thereby conferring a

1 significant benefit on the general public's health and well-being as a result. The necessity and
2 financial burden of this private enforcement, as well as the interest of justice, entitles Plaintiff to
3 reasonable attorneys' fees and costs under Cal. C.C.P. § 1021.5.

4 375. Plaintiff has been damaged in an amount within the jurisdictional limits of this Court.

5 **XXI.**

6 **TWENTY-FIRST CAUSE OF ACTION**

7 **For Retaliation and Wrongful Termination in Violation of Public Policy**

8 **Against Defendant Scoobeez & DOES 1 Through 100**

9 376. Plaintiff incorporates herein by reference and re-alleges each and every paragraph in this
10 Complaint as though duly set forth in full herein.

11 377. Plaintiff was an employee of Scoobeez beginning in or around August 2014, and worked
12 as a Regional Operations Manager until his wrongful termination on or about February 13, 2017.

13 378. Plaintiff was retaliated and wrongfully terminated from Plaintiff's employment on or
14 about February 13, 2017 due to Plaintiff's race/national origin, actual/perceived disability,
15 sex/gender, and association with protected classes, and/or his aforesaid legally protected
16 activities (blowing the whistle, complaints/protests against the harassment and discrimination,
17 taking/requesting CFRA leave, complaints of business professional code violations, complaints
18 of wage and hour violations, due to his protesting/requesting his proper meal and rest periods and
19 reimbursements, among others) as aforesaid.

20 379. As such, Plaintiff was retaliated and discharged from Plaintiff's employment for reasons
21 that violate a public policy(s).

22 380. At all times relevant herein, Plaintiff was employed by Defendant Scoobeez.

23 381. As alleged herein, Defendant Scoobeez discharged Plaintiff from Plaintiff's employment.

24 382. Plaintiff's wrongful discharge caused and continues to cause Plaintiff harm.

25 383. At all times herein mentioned, the public policy of the State of California, as codified,
26 expressed and mandated by California Government Code §§ 12920 and 12940 et seq., was to
27 prohibit employers from harassing, discriminating, and retaliating against and/or wrongfully
28 terminating any individual on the grounds of their race/national origin, actual/perceived

1 disability, sex/gender, and association with individuals of a certain protected classes. This public
2 policy of the State of California is designed to protect all employees and to promote the welfare
3 and well-being of the community at large. The policy inures to the benefit of the public and is
4 fundamental and substantial.

5 384. At all times herein mentioned, the public policy of the State of California, as codified,
6 expressed and mandated by California Government Code § 12940 et. seq., was to prohibit
7 employers from failing to engage in the mandatory good-faith interactive process with disabled
8 employees to determine the extent of their disabilities and determine how they could be
9 reasonably accommodated. This public policy of the State of California is designed to protect all
10 employees and to promote the welfare and well-being of the community at large. The policy
11 inures to the benefit of the public and is fundamental and substantial.

12 385. At all times herein mentioned, the public policy of the State of California, as codified,
13 expressed and mandated by California Government Code § 12940 et. seq., was to prohibit
14 employers from failing to provide reasonable accommodations to disabled employees. This
15 public policy of the State of California is designed to protect all employees and to promote the
16 welfare and well-being of the community at large. The policy inures to the benefit of the public
17 and is fundamental and substantial.

18 386. At all times herein mentioned, the public policy of the State of California, as codified,
19 expressed and mandated by California Government Code § 12945 et. seq., was to prohibit
20 employers from failing to provide medical leave to disabled employees and to prohibit
21 employees from retaliating against an employee for taking extended medical leave. This public
22 policy of the State of California is designed to protect all employees and to promote the welfare
23 and well-being of the community at large. The policy inures to the benefit of the public and is
24 fundamental and substantial.

25 387. At all times herein mentioned, the public policy of the State of California, as codified,
26 expressed and mandated by California Labor Code § 1102.5 prohibited discrimination and/or
27 retaliation against employees blowing the whistle about their employers' unlawful activities.
28 This public policy of the State of California is designed to protect all employees and to promote

1 the welfare and well-being of the community at large.

2 388. At all times herein mentioned, the public policy of the State of California, as codified,
3 expressed and mandated by California Civil Code § 1750 prohibited unfair or deceptive business
4 practices and/or retaliation against employees blowing the whistle regarding violations of the
5 aforesaid. This public policy of the State of California is designed to protect all employees and to
6 promote the welfare and well-being of the community at large.

7 389. At all times herein mentioned, the public policy of the State of California, as codified,
8 expressed and mandated by California Labor Code §§ 226.7 and 512, and IWC Wage Order
9 Number 4, among others, was to prohibit employers from failing of to provide their employees
10 with proper and timely meal and rest periods. This public policy of the State of California is
11 designed to protect all employees and to promote the welfare and well-being of the community at
12 large.

13 390. At all times herein mentioned, the public policy of the State of California, as codified,
14 expressed and mandated by California Labor Code § 510 and IWC Wage Order Number 4,
15 among others, was to prohibit employers from failing to provide their employees with
16 compensation for overtime. This public policy of the State of California is designed to protect all
17 employees and to promote the welfare and well-being of the community at large.

18 391. At all times herein mentioned, the public policy of the State of California, as codified,
19 expressed and mandated by California Labor Code §§ 201 and 2926, among others, was to
20 prohibit employers from failing to provide swift payment to their employees, including minimum
21 wage, and/or terminating employees to avoid paying them wages. This public policy of the State
22 of California is designed to protect all employees and to promote the welfare and well-being of
23 the community at large.

24 392. At all times herein mentioned, the public policy of the State of California, as codified,
25 expressed and mandated by California Labor Code § 2802 et. sec., among others, was to prohibit
26 employers from failing to reimburse employees for out-of-pocket work-related expenses as a
27 direct consequence of the discharge of the employee's duties. This public policy of the State of
28 California is designed to protect all employees and to promote the welfare and well-being of the

EXHIBIT A



STATE OF CALIFORNIA | Business, Consumer Services and Housing Agency

GOVERNOR EDMUND G. BROWN JR.

DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
800-884-1684 | TDD 800-700-2320
www.dfeh.ca.gov | email: contact.center@dfeh.ca.gov

DIRECTOR KEVIN KISH

August 02, 2017

RE: Notice of Filing of Discrimination Complaint

DFEH Matter Number: 833566-303806

Right to Sue: Baban / Scoobeez

To All Respondent(s):

Enclosed is a copy of a complaint of discrimination that has been filed with the Department of Fair Employment and Housing (DFEH) in accordance with Government Code section 12960. This constitutes service of the complaint pursuant to Government Code section 12962. The complainant has requested an authorization to file a lawsuit. This case is not being investigated by DFEH and is being closed immediately. A copy of the Notice of Case Closure and Right to Sue is enclosed for your records.

Please refer to the attached complaint for a list of all respondent(s) and their contact information.

No response to DFEH is requested or required.

Sincerely,

Department of Fair Employment and Housing

1 **COMPLAINT OF EMPLOYMENT DISCRIMINATION**
2 **BEFORE THE STATE OF CALIFORNIA**
3 **DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING**
4 **Under the California Fair Employment and Housing Act**
5 **(Gov. Code, § 12900 et seq.)**

6 In the Matter of the Complaint of
7 Azad Baban, Complainant.
8 C O Reisner And King 14724 Ventura Blvd
9 Ste 1210
10 Sherman Oaks, California 91403

DFEH No. 833566-303806

11 vs.

12 Scoobeez, Respondent.
13 396 S. Pasadena Ave
14 Pasadena, California 91105

15 **Complainant alleges:**

16 1. Respondent **Scoobeez** is a **Private Employer** subject to suit under the California
17 Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.).
18 Complainant believes respondent is subject to the FEHA.

19 2. On or around **February 03, 2017**, complainant alleges that respondent took the
20 following adverse actions against complainant: **Discrimination, Harassment,**
21 **Retaliation Asked impermissible non-job-related questions, Demoted, Denied**
22 **a good faith interactive process, Denied a work environment free of**
discrimination and/or retaliation, Denied employment, Denied equal pay,
Denied family care or medical leave, Denied or forced to transfer, Denied
promotion, Denied reasonable accommodation, Denied reinstatement,
Terminated, Other, unjust discipline, failure to adjust pro rata for medical leave
and disability, exacerbation of medical condition from failure to accommodate,
disability, sex/gender, race/national origin, CFRA, discrimination, harassment
and retaliation, whistleblower, and for protesting and complaining, unsafe
workplace, no good faith interactive process, no accommodations, and
retaliation and wrongful termination, whistleblower, wage and overtime,
misclassification, and 2802 violations.. Complainant believes respondent
committed these actions because of their: **Ancestry, Association with a member**
of a protected class, Color, Disability, Engagement in Protected Activity,

Family Care or Medical Leave, Medical Condition - Including cancer or cancer related medical condition or genetic characteristics, National Origin - Including language use restrictions, Race, Sex - Gender, Other disability, sex/gender, race/national origin, CFRA, discrimination, harassment and retaliation, whistleblower, and for protesting and complaining, unsafe workplace, no good faith interactive process, no accommodations, and retaliation and wrongful termination, whistleblower, wage and overtime, misclassification, and 2802.

3. Complainant **Azad Baban** resides in the City of **Sherman Oaks**, State of **California**. If complaint includes co-respondents please see below.

Co-Respondents:

Shahan Ohanessian
396 S. Pasadena Ave
Pasadena California 91105

Shoushan Ohanessian
396 S. Pasadena Ave
Pasadena California 91105

Additional Complaint Details:

I was harassed, discriminated and retaliated against and wrongfully terminated due to my disability, sex/gender, race/national origin, CFRA, discrimination, harassment and retaliation, whistleblower, and for protesting and complaining, unsafe workplace, My employer failed to engage in the mandatory good faith interactive process, failed to accommodate, and subjected me to retaliation and wrongful termination, whistleblower, wage and overtime, misclassification, and 2802 unjust discipline, failed to adjust goals pro rata to account for disability and medical leave. My employer failed to investigate and take appropriate remedial action. After informing my employer of my disability, my hours and work was decreased. I was falsely accused of going to strip clubs and dating in Texas, demeaned and called names.

1 VERIFICATION

2 I, **Adam Reisner**, am the Attorney for Complainant in the above-entitled complaint.
3 I have read the foregoing complaint and know the contents thereof. The same is
4 true of my own knowledge, except as to those matters which are therein alleged on
5 information and belief, and as to those matters, I believe it to be true.

6 On August 02, 2017, I declare under penalty of perjury under the laws of the State of
7 California that the foregoing is true and correct.

8 **Sherman Oaks, California**
9 **Adam Reisner**
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22

EXHIBIT B



STATE OF CALIFORNIA | Business, Consumer Services and Housing Agency

GOVERNOR EDMUND G. BROWN JR.

DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

DIRECTOR KEVIN KISH

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
800-884-1684 | TDD 800-700-2320
www.dfeh.ca.gov | email: contact.center@dfeh.ca.gov

August 02, 2017

Azad Baban
C O Reisner And King 14724 Ventura Blvd Ste 1210
Sherman Oaks, California 91403

RE: Notice of Case Closure and Right to Sue
DFEH Matter Number: 833566-303806
Right to Sue: Baban / Scoobeez

Dear Azad Baban,

This letter informs you that the above-referenced complaint was filed with the Department of Fair Employment and Housing (DFEH) has been closed effective August 02, 2017 because an immediate Right to Sue notice was requested. DFEH will take no further action on the complaint.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

To obtain a federal Right to Sue notice, you must visit the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this DFEH Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Department of Fair Employment and Housing



STATE OF CALIFORNIA | Business, Consumer Services and Housing Agency

GOVERNOR EDMUND G. BROWN, JR.

DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

DIRECTOR KEVIN KISH

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
800-884-1684 | TDD 800-700-2320
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Enclosures

cc: Shahan Ohanessian

Shoushan Ohanessian

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

NOTICE OF CASE ASSIGNMENT - UNLIMITED CIVIL CASE - IC

Case Number _____

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

BC 692250

Your case is assigned for all purposes to the judicial officer indicated below.

ASSIGNED JUDGE			DEPT	ROOM	ASSIGNED JUDGE			DEPT	ROOM
	Hon. Debre K. Weintraub		1	534		Hon. Elizabeth Allen White		48	506
	Hon. Barbara A. Meiers		12	636		Hon. Deirdre Hill		49	509
	Hon. Terry A. Green		14	300		Hon. Teresa A. Beaudet		50	508
	Hon. Richard Fruin		15	307		Hon. Michael J. Raphael		51	511
	Hon. Rita Miller		16	306		Hon. Susan Bryant-Deason		52	510
	Hon. Richard E. Rico		17	309		Hon. Howard L. Halm		53	513
	Hon. Stephanie Bowick		19	311		Hon. Ernest M. Hiroshige		54	512
	Hon. Dalila Corral Lyons		20	310		Hon. Malcolm H. Mackey		55	515
	Hon. Robert L. Hess		24	314		Hon. Michael Johnson		56	514
	Hon. Yvette M. Palazuelos		28	318		Hon. John P. Doyle		58	516
	Hon. Barbara Scheper		30	400		Hon. Gregory Keosian		61	732
	Hon. Samantha Jessner		31	407	X	Hon. Michael L. Stern		62	600
	Hon. Daniel S. Murphy		32	406		Hon. Mark Mooney		68	617
	Hon. Michael P. Linfield		34	408		Hon. William F. Fahey		69	621
	Hon. Gregory Alarcon		36	410		Hon. Monica Bachner		71	729
	Hon. Marc Marmaro		37	413		Hon. Ruth Ann Kwan		72	731
	Hon. Maureen Duffy-Lewis		38	412		Hon. Rafael Ongkeko		73	733
	Hon. Elizabeth Feffer		39	415		Hon. Michelle Williams Court		74	735
	Hon. David Sotelo		40	414		Hon. Gail Ruderman Feuer		78	730
	Hon. Holly E. Kendig		42	416					
	Hon. Mel Red Recana		45	529					
	Hon. Frederick C. Shaller		46	500					
	Hon. Randolph Hammock		47	507					

Given to the Plaintiff/Cross-Complainant/Attorney of Record on _____
(Date)

SHERRI R. CARTER, Executive Officer/Clerk of Court

By _____, Deputy Clerk

INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES

The following critical provisions of the California Rules of Court, Title 3, Division 7, as applicable in the Superior Court, are summarized for your assistance.

APPLICATION

The Division 7 Rules were effective January 1, 2007. They apply to all general civil cases.

PRIORITY OVER OTHER RULES

The Division 7 Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

CHALLENGE TO ASSIGNED JUDGE

A challenge under Code of Civil Procedure Section 170.6 must be made within **15** days after notice of assignment for all purposes to a judge, or if a party has not yet appeared, within 15 days of the first appearance.

TIME STANDARDS

Cases assigned to the Independent Calendaring Courts will be subject to processing under the following time standards:

COMPLAINTS

All complaints shall be served within 60 days of filing and proof of service shall be filed within 90 days.

CROSS-COMPLAINTS

Without leave of court first being obtained, no cross-complaint may be filed by any party after their answer is filed. Cross-complaints shall be served within 30 days of the filing date and a proof of service filed within 60 days of the filing date.

STATUS CONFERENCE

A status conference will be scheduled by the assigned Independent Calendar Judge no later than 270 days after the filing of the complaint. Counsel must be fully prepared to discuss the following issues: alternative dispute resolution, bifurcation, settlement, trial date, and expert witnesses.

FINAL STATUS CONFERENCE

The Court will require the parties to attend a final status conference not more than 10 days before the scheduled trial date. All parties shall have motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested form jury instructions, special jury instructions, and special jury verdicts timely filed and served prior to the conference. These matters may be heard and resolved at this conference. At least five days before this conference, counsel must also have exchanged lists of exhibits and witnesses, and have submitted to the court a brief statement of the case to be read to the jury panel as required by Chapter Three of the Los Angeles Superior Court Rules.

SANCTIONS

The court will impose appropriate sanctions for the failure or refusal to comply with Chapter Three Rules, orders made by the Court, and time standards or deadlines established by the Court or by the Chapter Three Rules. Such sanctions may be on a party, or if appropriate, on counsel for a party.

This is not a complete delineation of the Division 7 or Chapter Three Rules, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Rules is imperative.

Class Actions

Pursuant to Local Rule 2.3, all class actions shall be filed at the Stanley Mosk Courthouse and are randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be a class action it will be returned to an Independent Calendar Courtroom for all purposes.

***Provisionally Complex Cases**

Cases filed as provisionally complex are initially assigned to the Supervising Judge of complex litigation for determination of complex status. If the case is deemed to be complex within the meaning of California Rules of Court 3.400 et seq., it will be randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be complex, it will be returned to an Independent Calendar Courtroom for all purposes.

VOLUNTARY EFFICIENT LITIGATION STIPULATIONS

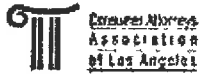


Superior Court of California
County of Los Angeles



Los Angeles County
Bar Association
Litigation Section

Los Angeles County
Bar Association Labor and
Employment Law Section



Consumer Attorneys
Association of Los Angeles



Southern California
Defense Counsel



Association of
Business Trial Lawyers



California Employment
Lawyers Association

The Early Organizational Meeting Stipulation, Discovery Resolution Stipulation, and Motions in Limine Stipulation are voluntary stipulations entered into by the parties. The parties may enter into one, two, or all three of the stipulations; however, they may not alter the stipulations as written, because the Court wants to ensure uniformity of application. These stipulations are meant to encourage cooperation between the parties and to assist in resolving issues in a manner that promotes economic case resolution and judicial efficiency.

The following organizations endorse the goal of promoting efficiency in litigation and ask that counsel consider using these stipulations as a voluntary way to promote communications and procedures among counsel and with the court to fairly resolve issues in their cases.

◆ Los Angeles County Bar Association Litigation Section ◆

◆ Los Angeles County Bar Association
Labor and Employment Law Section ◆

◆ Consumer Attorneys Association of Los Angeles ◆

◆ Southern California Defense Counsel ◆

◆ Association of Business Trial Lawyers ◆

◆ California Employment Lawyers Association ◆

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO : E-MAIL ADDRESS (Optional) ATTORNEY FOR (Name)		FAX NO. (Optional)	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS			
PLAINTIFF.			
DEFENDANT.			CASE NUMBER
STIPULATION – DISCOVERY RESOLUTION			

This stipulation is intended to provide a fast and informal resolution of discovery issues through limited paperwork and an informal conference with the Court to aid in the resolution of the issues.

The parties agree that:

1. Prior to the discovery cut-off in this action, no discovery motion shall be filed or heard unless the moving party first makes a written request for an Informal Discovery Conference pursuant to the terms of this stipulation.
2. At the Informal Discovery Conference the Court will consider the dispute presented by parties and determine whether it can be resolved informally. Nothing set forth herein will preclude a party from making a record at the conclusion of an Informal Discovery Conference, either orally or in writing.
3. Following a reasonable and good faith attempt at an informal resolution of each issue to be presented, a party may request an Informal Discovery Conference pursuant to the following procedures:
 - a. The party requesting the Informal Discovery Conference will:
 - i. File a Request for Informal Discovery Conference with the clerk's office on the approved form (copy attached) and deliver a courtesy, conformed copy to the assigned department;
 - ii. Include a brief summary of the dispute and specify the relief requested; and
 - iii. Serve the opposing party pursuant to any authorized or agreed method of service that ensures that the opposing party receives the Request for Informal Discovery Conference no later than the next court day following the filing.
 - b. Any Answer to a Request for Informal Discovery Conference must:
 - i. Also be filed on the approved form (copy attached);
 - ii. Include a brief summary of why the requested relief should be denied;

SHORT TITLE	CASE NUMBER
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- iii. Be filed within two (2) court days of receipt of the Request; and
 - iv. Be served on the opposing party pursuant to any authorized or agreed upon method of service that ensures that the opposing party receives the Answer no later than the next court day following the filing.
- c. No other pleadings, including but not limited to exhibits, declarations, or attachments, will be accepted.
- d. If the Court has not granted or denied the Request for Informal Discovery Conference within ten (10) days following the filing of the Request, then it shall be deemed to have been denied. If the Court acts on the Request, the parties will be notified whether the Request for Informal Discovery Conference has been granted or denied and, if granted, the date and time of the Informal Discovery Conference, which must be within twenty (20) days of the filing of the Request for Informal Discovery Conference.
- e. If the conference is not held within twenty (20) days of the filing of the Request for Informal Discovery Conference, unless extended by agreement of the parties and the Court, then the Request for the Informal Discovery Conference shall be deemed to have been denied at that time.
4. If (a) the Court has denied a conference or (b) one of the time deadlines above has expired without the Court having acted or (c) the Informal Discovery Conference is concluded without resolving the dispute, then a party may file a discovery motion to address unresolved issues.
5. The parties hereby further agree that the time for making a motion to compel or other discovery motion is tolled from the date of filing of the Request for Informal Discovery Conference until (a) the request is denied or deemed denied or (b) twenty (20) days after the filing of the Request for Informal Discovery Conference, whichever is earlier, unless extended by Order of the Court.
- It is the understanding and intent of the parties that this stipulation shall, for each discovery dispute to which it applies, constitute a writing memorializing a "specific later date to which the propounding [or demanding or requesting] party and the responding party have agreed in writing," within the meaning of Code Civil Procedure sections 2030.300(c), 2031.320(c), and 2033.290(c).
6. Nothing herein will preclude any party from applying *ex parte* for appropriate relief, including an order shortening time for a motion to be heard concerning discovery.
7. Any party may terminate this stipulation by giving twenty-one (21) days notice of intent to terminate the stipulation.
8. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day.

SHORT TITLE	CASE NUMBER
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The following parties stipulate:

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

➤

(ATTORNEY FOR PLAINTIFF)

➤

(ATTORNEY FOR DEFENDANT)

➤

(ATTORNEY FOR DEFENDANT)

➤

(ATTORNEY FOR DEFENDANT)

➤

(ATTORNEY FOR _____)

➤

(ATTORNEY FOR _____)

➤

(ATTORNEY FOR _____)

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO : E-MAIL ADDRESS (Optional) ATTORNEY FOR (Name)		FAX NO (Optional):	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS			
PLAINTIFF			
DEFENDANT.			CASE NUMBER
STIPULATION – EARLY ORGANIZATIONAL MEETING			

This stipulation is intended to encourage cooperation among the parties at an early stage in the litigation and to assist the parties in efficient case resolution.

The parties agree that:

1. The parties commit to conduct an initial conference (in-person or via teleconference or via videoconference) within 15 days from the date this stipulation is signed, *to discuss and consider whether there can be agreement on the following:*
 - a. Are motions to challenge the pleadings necessary? If the issue can be resolved by amendment as of right, or if the Court would allow leave to amend, could an amended complaint resolve most or all of the issues a demurrer might otherwise raise? If so, the parties agree to work through pleading issues so that a demurrer need only raise issues they cannot resolve. Is the issue that the defendant seeks to raise amenable to resolution on demurrer, or would some other type of motion be preferable? Could a voluntary targeted exchange of documents or information by any party cure an uncertainty in the pleadings?
 - b. Initial mutual exchanges of documents at the "core" of the litigation. (For example, in an employment case, the employment records, personnel file and documents relating to the conduct in question could be considered "core." In a personal injury case, an incident or police report, medical records, and repair or maintenance records could be considered "core.");
 - c. Exchange of names and contact information of witnesses;
 - d. Any insurance agreement that may be available to satisfy part or all of a judgment, or to indemnify or reimburse for payments made to satisfy a judgment;
 - e. Exchange of any other information that might be helpful to facilitate understanding, handling, or resolution of the case in a manner that preserves objections or privileges by agreement;
 - f. Controlling issues of law that, if resolved early, will promote efficiency and economy in other phases of the case. Also, when and how such issues can be presented to the Court;
 - g. Whether or when the case should be scheduled with a settlement officer, what discovery or court ruling on legal issues is reasonably required to make settlement discussions meaningful, and whether the parties wish to use a sitting judge or a private mediator or other options as

SHORT TITLE	CASE NUMBER
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discussed in the "Alternative Dispute Resolution (ADR) Information Package" served with the complaint;

- h. Computation of damages, including documents, not privileged or protected from disclosure, on which such computation is based;
 - i. Whether the case is suitable for the Expedited Jury Trial procedures (see information at www.lacourt.org under "Civil" and then under "General Information").
2. The time for a defending party to respond to a complaint or cross-complaint will be extended to _____ for the complaint, and _____ for the cross-complaint, which is comprised of the 30 days to respond under Government Code § 68616(b), and the 30 days permitted by Code of Civil Procedure section 1054(a), good cause having been found by the Civil Supervising Judge due to the case management benefits provided by this Stipulation. A copy of the General Order can be found at www.lacourt.org under "Civil", click on "General Information", then click on "Voluntary Efficient Litigation Stipulations".
3. The parties will prepare a joint report titled "Joint Status Report Pursuant to Initial Conference and Early Organizational Meeting Stipulation, and if desired, a proposed order summarizing results of their meet and confer and advising the Court of any way it may assist the parties' efficient conduct or resolution of the case. The parties shall attach the Joint Status Report to the Case Management Conference statement, and file the documents when the CMC statement is due.
4. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day

The following parties stipulate:

Date:

_____ (TYPE OR PRINT NAME)	➤ _____ (ATTORNEY FOR PLAINTIFF)
Date: _____	
_____ (TYPE OR PRINT NAME)	➤ _____ (ATTORNEY FOR DEFENDANT)
Date: _____	
_____ (TYPE OR PRINT NAME)	➤ _____ (ATTORNEY FOR DEFENDANT)
Date: _____	
_____ (TYPE OR PRINT NAME)	➤ _____ (ATTORNEY FOR DEFENDANT)
Date: _____	
_____ (TYPE OR PRINT NAME)	➤ _____ (ATTORNEY FOR _____)
Date: _____	
_____ (TYPE OR PRINT NAME)	➤ _____ (ATTORNEY FOR _____)
Date: _____	
_____ (TYPE OR PRINT NAME)	➤ _____ (ATTORNEY FOR _____)

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY	STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO : E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name)		
FAX NO. (Optional).		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES		
COURTHOUSE ADDRESS		
PLAINTIFF.		
DEFENDANT		
INFORMAL DISCOVERY CONFERENCE (pursuant to the Discovery Resolution Stipulation of the parties)		
		CASE NUMBER

1. This document relates to:
☐ Request for Informal Discovery Conference
☐ Answer to Request for Informal Discovery Conference
2. **Deadline for Court to decide on Request:** _____ (insert date 10 calendar days following filing of the Request)
3. **Deadline for Court to hold Informal Discovery Conference:** _____ (insert date 20 calendar days following filing of the Request).
4. **For a Request for Informal Discovery Conference, briefly describe the nature of the discovery dispute, including the facts and legal arguments at issue. For an Answer to Request for Informal Discovery Conference, briefly describe why the Court should deny the requested discovery, including the facts and legal arguments at issue.**

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NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO. E-MAIL ADDRESS (Optional) ATTORNEY FOR (Name)		FAX NO (Optional)	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS			
PLAINTIFF			
DEFENDANT:			CASE NUMBER
STIPULATION AND ORDER – MOTIONS IN LIMINE			

This stipulation is intended to provide fast and informal resolution of evidentiary issues through diligent efforts to define and discuss such issues and limit paperwork.

The parties agree that:

1. At least ____ days before the final status conference, each party will provide all other parties with a list containing a one paragraph explanation of each proposed motion in limine. Each one paragraph explanation must identify the substance of a single proposed motion in limine and the grounds for the proposed motion.
2. The parties thereafter will meet and confer, either in person or via teleconference or videoconference, concerning all proposed motions in limine. In that meet and confer, the parties will determine:
 - a. Whether the parties can stipulate to any of the proposed motions. If the parties so stipulate, they may file a stipulation and proposed order with the Court.
 - b. Whether any of the proposed motions can be briefed and submitted by means of a short joint statement of issues. For each motion which can be addressed by a short joint statement of issues, a short joint statement of issues must be filed with the Court 10 days prior to the final status conference. Each side's portion of the short joint statement of issues may not exceed three pages. The parties will meet and confer to agree on a date and manner for exchanging the parties' respective portions of the short joint statement of issues and the process for filing the short joint statement of issues.
3. All proposed motions in limine that are not either the subject of a stipulation or briefed via a short joint statement of issues will be briefed and filed in accordance with the California Rules of Court and the Los Angeles Superior Court Rules.

SHORT TITLE

CASE NUMBER

The following parties stipulate:

Date:

(TYPE OR PRINT NAME)

Date:

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Date:

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(ATTORNEY FOR PLAINTIFF)

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(ATTORNEY FOR DEFENDANT)

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(ATTORNEY FOR DEFENDANT)

>

(ATTORNEY FOR DEFENDANT)

>

(ATTORNEY FOR _____)

>

(ATTORNEY FOR _____)

>

(ATTORNEY FOR _____)

THE COURT SO ORDERS.

Date:

JUDICIAL OFFICER

Superior Court of California County of Los Angeles



ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKET

The person who files a civil lawsuit (plaintiff) must include the ADR Information Packet with the complaint when serving the defendant. Cross-complainants must serve the ADR Information Packet on any new parties named to the action together with the cross-complaint.

There are a number of ways to resolve civil disputes without having to sue someone. These alternatives to a lawsuit are known as alternative dispute resolution (ADR).

In ADR, trained, impartial persons decide disputes or help parties decide disputes themselves. These persons are called neutrals. For example, in mediations, the neutral is the mediator. Neutrals normally are chosen by the disputing parties or by the court. Neutrals can help resolve disputes without having to go to court.

Advantages of ADR

- Often faster than going to trial
- Often less expensive, saving the litigants court costs, attorney's fees and expert fees.
- May permit more participation, allowing parties to have more control over the outcome.
- Allows for flexibility in choice of ADR processes and resolution of the dispute.
- Fosters cooperation by allowing parties to work together with the neutral to resolve the dispute and mutually agree to remedy.
- There are fewer, if any, court appearances. Because ADR can be faster and save money, it can reduce stress.

Disadvantages of ADR - ADR may not be suitable for every dispute.

- If ADR is binding, the parties normally give up most court protections, including a decision by a judge or jury under formal rules of evidence and procedure, and review for legal error by an appellate court.
- ADR may not be effective if it takes place before the parties have sufficient information to resolve the dispute.
- The neutral may charge a fee for his or her services.
- If the dispute is not resolved through ADR, the parties may then have to face the usual and traditional costs of trial, such as attorney's fees and expert fees.

The Most Common Types of ADR

- **Mediation**

In mediation, a neutral (the mediator) assists the parties in reaching a mutually acceptable resolution of their dispute. Unlike lawsuits or some other types of ADR, the parties, rather than the mediator, decide how the dispute is to be resolved.

- **Mediation is particularly effective** when the parties have a continuing relationship, like neighbors or business people. Mediation is also very effective where personal feelings are getting in the way of a resolution. This is because mediation normally gives the parties a chance to express their feelings and find out how the other sees things.
- **Mediation may not be effective** when one party is unwilling to cooperate or compromise or when one of the parties has a significant advantage in power over the other. Therefore, it may not be a good choice if the parties have a history of abuse or victimization.

■ **Arbitration**

In arbitration, a neutral person called an “arbitrator” hears arguments and evidence from each side and then decides the outcome of the dispute. Arbitration is typically less formal than a trial, and the rules of evidence may be relaxed. Arbitration may be either “binding” or “non-binding.” Binding arbitration means the parties waive their right to a trial and agree to accept the arbitrator’s decision as final. Non-binding arbitration means that the parties are free to request a trial if they reject the arbitrator’s decision.

Arbitration is best for cases where the parties want another person to decide the outcome of their dispute for them but would like to avoid the formality, time, and expense of a trial. It may also be appropriate for complex matters where the parties want a decision-maker who has training or experience in the subject matter of the dispute.

■ **Mandatory Settlement Conference (MSC)**

Settlement Conferences are appropriate in any case where settlement is an option.

Mandatory Settlement Conferences are ordered by the Court and are often held near the date a case is set for trial. The parties and their attorneys meet with a judge who devotes his or her time exclusively to preside over the MSC. The judge does not make a decision in the case but assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement.

The Los Angeles Superior Court Mandatory Settlement Conference (MSC) program is free of charge and staffed by experienced sitting civil judges who devote their time exclusively to presiding over MSCs. The judges participating in the judicial MSC program and their locations are identified in the List of Settlement Officers found on the Los Angeles Superior Court website at <http://www.lacourt.org/>. This program is available in general jurisdiction cases with represented parties from independent calendar (IC) and Central Civil West (CCW) courtrooms. In addition, on an ad hoc basis, personal injury cases may be referred to the program on the eve of trial by the personal injury master calendar courts in the Stanley Mosk Courthouse or the asbestos calendar court in CCW.

In order to access the Los Angeles Superior Court MSC Program the judge in the IC courtroom, the CCW Courtroom or the personal injury master calendar courtroom must refer the parties to the program. Further, all parties must complete the information requested in the Settlement Conference Intake Form and email the completed form to mscdept18@lacourt.org.

Additional Information

To locate a dispute resolution program or neutral in your community:

- Contact the California Department of Consumer Affairs (www.dca.ca.gov) Consumer Information Center toll free at 800-952-5210, or;
- Contact the local bar association (<http://www.lacba.org/>) or;
- Look in a telephone directory or search online for “mediators; or “arbitrators.”

There may be a charge for services provided by private arbitrators and mediators.

A list of approved State Bar Approved Mandatory Fee Arbitration programs is available at <http://calbar.ca.gov/Attorneys/MemberServices/FeeArbitration/ApprovedPrograms.aspx#19>

To request information about, or assistance with, dispute resolution, call the number listed below. Or you may call a Contract Provider agency directly. A list of current Contract Provider agencies in Los Angeles County is available at the link below.

<http://css.lacounty.gov/programs/dispute-resolution-program-drp/>

County of Los Angeles Dispute Resolution Program
3175 West 6th Street, Room 406
Los Angeles, CA 90020-1798
TEL: (213) 738-2621
FAX: (213) 386-3995

EXHIBIT 2

EXHIBIT 2

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ONLINE SERVICES

Case Access



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English ▼

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CASE INFORMATION

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Case Number: BC692250

AZAD BABAN VS SCOOBEEZ INC ET AL

Filing Courthouse: Stanley Mosk Courthouse

Filing Date: 01/30/2018

Case Type: Wrongful Termination (General Jurisdiction)

Status: Pending

[Click here to access document images for this case](#)

If this link fails, you may go to the Case Document Images site and search using the case number displayed on this page

FUTURE HEARINGS

[Case Information](#) | [Register Of Actions](#) | [FUTURE HEARINGS](#) | [PARTY INFORMATION](#) | [Documents Filed](#) | [Proceedings Held](#)

09/30/2019 at 08:30 AM in Department 62 at 111 North Hill Street, Los Angeles, CA 90012

Status Conference Re: Bankruptcy

PARTY INFORMATION

[Case Information](#) | [Register Of Actions](#) | [FUTURE HEARINGS](#) | [PARTY INFORMATION](#) | [Documents Filed](#) | [Proceedings Held](#)

BABAN AZAD - Plaintiff

OHANESSIAN SHAHAN - Defendant

OHANESSIAN SHOUSHAN - Defendant

REISNER ADAM - Attorney for Plaintiff

SCOOBEEZ INC. - Defendant

SHEIKH SCOTT A. - Attorney for Defendant

TELLO GUILLERMO M. - Attorney for Defendant

Documents Filed (Filing dates listed in descending order)

Click on any of the below link(s) to see Register of Action Items on or before the date indicated:

[07/11/2018](#)

05/07/2019 Minute Order ((Hearing on Ex Parte Application FOR AN ORDER: STRIKING DEFEN...))

Filed by Clerk

05/07/2019 Opposition (to Ex Parte Motion to Strike)

Filed by Scoobeez, Inc. (Defendant)

05/06/2019 Notice of Stay of Proceedings (Bankruptcy)

Filed by Scoobeez, Inc. (Defendant)

05/06/2019 Ex Parte Application (PLAINTIFF'S NOTICE OF EX PARTE AND EX PARTE APPLICATION FOR AN ORDER: STRIKING DEFENDANT SCOOBEEZ, INC., SHAHAN OHANESSIAN, SHOUSHAN OHANESSIAN'S MOTION FOR SUMMARY JUDGMENT/ADJUDICATING THE HEARING ON DEFENDANTS' MOTION FOR SUMMARY JUDGEMENT/ADJUDICATION)

Filed by Azad Baban (Plaintiff)

03/29/2019 Minute Order ((Hearing on Ex Parte Application FOR AN ORDER COMPELLING THE ...))

Filed by Clerk

03/28/2019 Motion to Compel Discovery (not Further Discovery) - 1 moving party, 1 motion

Filed by Azad Baban (Plaintiff)

03/28/2019 Ex Parte Application (PLAINTIFF'S NOTICE OF EX PARTE AND EX PARTE APPLICATION FOR AN ORDER COMPELLING THE NOTICED DEPOSITIONS)

Filed by Azad Baban (Plaintiff)

03/22/2019 Minute Order ((Hearing on Ex Parte Application Continuing defendants' MSJ))

Filed by Clerk

03/21/2019 Ex Parte Application (Tto Continue the Trial Date, or, In the Alternative for an Order Shortening ime for Such a Motion to be Heard; Memorandum of Points and Authorities; Declaration of Maryam Maleki)

Filed by Azad Baban (Plaintiff)

02/21/2019 Substitution of Attorney

Filed by Scoobeez, Inc. (Defendant)

01/16/2019 Minute Order ((Hearing on Ex Parte Application to Continue MSJ/MSA dates, Tr...))

Filed by Clerk

01/16/2019 Order (RE: PLAINTIFF'S EX PARTE TO CONTINUE MSJ/MSA HEARING DATES, TRIAL, AND ALL RELATED DEADLINES)

Filed by Azad Baban (Plaintiff)

01/16/2019 Ex Parte Application (to Continue MSJ/MSA Hearing, Trial, and deadlines)

Filed by Azad Baban (Plaintiff)

01/04/2019 Minute Order ((Ex-Parte Proceedings))

Filed by Clerk

01/03/2019 Notice (NOTICE OF WITHDRAWAL OF EX PARTE)

Filed by Azad Baban (Plaintiff)

01/03/2019 Ex Parte Application (Plaintiff's Ex Parte Application to Take Off Calendar, or, in the Alternative, To Continue the March 14, 2019, Motion for Summary Judgment/Adjudication Hearing Date and All Related Dates Due to Defendants' Refusal to Respond to Discovery; or in the Alter)

Filed by Azad Baban (Plaintiff)

12/28/2018 Separate Statement

Filed by Scoobeez, Inc. (Defendant); Shahan Ohanessian (Defendant); Shoushan Ohanessian (Defendant)

12/28/2018 Declaration (of Ohanessian in Support of Motion for Summary Judgment)

Filed by Scoobeez, Inc. (Defendant); Shahan Ohanessian (Defendant); Shoushan Ohanessian (Defendant)

12/28/2018 Proof of Service (not Summons and Complaint)

Filed by Scoobeez, Inc. (Defendant); Shahan Ohanessian (Defendant); Shoushan Ohanessian (Defendant)

12/28/2018 Request for Judicial Notice

Filed by Scoobeez, Inc. (Defendant); Shahan Ohanessian (Defendant); Shoushan Ohanessian (Defendant)

12/28/2018 Memorandum of Points & Authorities

Filed by Scoobeez, Inc. (Defendant); Shahan Ohanessian (Defendant); Shoushan Ohanessian (Defendant)

12/28/2018 Motion for Summary Judgment

Filed by Scoobeez, Inc. (Defendant); Shahan Ohanessian (Defendant); Shoushan Ohanessian (Defendant)

10/24/2018 Certificate of Mailing for (Minute Order (Ex-Parte Proceedings) of 10/24/2018)

Filed by Clerk

10/24/2018 Minute Order ((Ex-Parte Proceedings))

Filed by Clerk

10/24/2018 Notice Re: Continuance of Hearing and Order (Order granting ex parte request to continue)

Filed by Clerk

10/24/2018 Stipulation - No Order (Joint stipulation to Continue)

Filed by Scoobeez, Inc. (Defendant)

10/24/2018 Ex Parte Application (to Continue Trial Date)

Filed by Scoobeez, Inc. (Defendant); Shahan Ohanessian (Defendant); Shoushan Ohanessian (Defendant)

10/03/2018 Notice of Ruling at Case Management Conference

Filed by Azad Baban (Plaintiff)

09/10/2018 Minute order entered: 2018-09-10 00:00:00

Filed by Clerk

09/10/2018 Minute Order

09/07/2018 DEFENDANTS' ANSWER TO PLAINTIFF S FIRST AMENDED COMPLAINT

09/07/2018 SUBSTITUTION OF ATTORNEY

09/07/2018 SUBSTITUTION OF ATTORNEY

09/07/2018 CASE MANAGEMENT STATEMENT

09/07/2018 SUBSTITUTION OF ATTORNEY

09/07/2018 Answer to First Amended Complaint

Filed by Scoobeez, Inc. (Defendant); Shahan Ohanessian (Defendant); Shoushan Ohanessian (Defendant)

09/07/2018 Substitution of Attorney

Filed by Scoobeez, Inc. (Defendant)

09/07/2018 Substitution of Attorney

Filed by Shoushan Ohanessian (Defendant)

09/07/2018 Substitution of Attorney

Filed by Shahan Ohanessian (Defendant)

09/07/2018 Case Management Statement

Filed by Azad Baban (Plaintiff)

09/05/2018 Minute order entered: 2018-09-05 00:00:00

Filed by Clerk

09/05/2018 Minute Order

08/21/2018 CASE MANAGEMENT STATEMENT

08/21/2018 Case Management Statement

Filed by Azad Baban (Plaintiff)

07/20/2018 NOTICE OF ERRATA REGARDING PLAINTIFF S FIRST AMENDED COMPLAINT FOR DAMAGES

07/20/2018 FIRST AMENDED COMPLAINT FOR DAMAGES: (1) ACTUAL/PERCEIVED DISABILITY HARASSTIENT, VIOLATION OF CAL GOV, CODE 12940 ET SEQ.; (2) ACTUAL/PERCEIVED DISABILITY DISCRIMINATION, VIOLATION OF CAL GOV. CODE 12940 ET SEQ.; (3) ACTUAL/PERCEIVED DISABILITY RETAL

07/20/2018 Notice

Filed by Azad Baban (Plaintiff)

07/20/2018 First Amended Complaint

Filed by Azad Baban (Plaintiff)

07/13/2018 NOTICE OF RULING

07/13/2018 Notice of Ruling

Filed by Azad Baban (Plaintiff)

Click on any of the below link(s) to see Register of Action Items on or before the date indicated:

[TOP 07/11/2018](#)

07/11/2018 Minute order entered: 2018-07-11 00:00:00

Filed by Clerk

07/11/2018 Minute Order

07/03/2018 REPLY TO PLAINTIFF'S OPPOSITTON TO DEFENDANTS SCOOBEEZ, INC., SHAHAN OHANESSIAN, AND SHOUSHAN OHANESSIAN'S DEMURRER TO PLAINTIFF'S COMPLAINT; NOTICE OF HEARING; AND MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF

07/03/2018 Reply to Opposition

Filed by Scoobeez, Inc. (Defendant); Shahan Ohanessian (Defendant); Shoushan Ohanessian (Defendant)

06/27/2018 PLAINTIFF'S OPPOSITION TO DEFENDANTS SCOOBEEZ, INC., SHAHAN OHANESSIAN, AND SHOUSHAN OHANESSIAN'S DEMURRER TO PLAINTIFF'S COMPLAINT

06/27/2018 Opposition Document

Filed by Azad Baban (Plaintiff)

06/27/2018 Opposition Document

Filed by Azad Baban (Plaintiff)

06/08/2018 Minute order entered: 2018-06-08 00:00:00

Filed by Clerk

06/08/2018 DECLARATION OF SCOTT A. SHEIKH RE: MEET AND CONFER

06/08/2018 Minute Order

06/08/2018 DEMURRER TO PLAINTIFF'S COMPLAINT FOR DAMAGES, ETC

06/08/2018 Minute Order

06/08/2018 Demurrer

Filed by Scoobeez, Inc. (Defendant); Shahan Ohanessian (Defendant); Shoushan Ohanessian (Defendant)

06/08/2018 Declaration

Filed by Scoobeez, Inc. (Defendant); Shahan Ohanessian (Defendant); Shoushan Ohanessian (Defendant)

06/06/2018 Minute order entered: 2018-06-06 00:00:00

Filed by Clerk

06/06/2018 NOTICE OF HEARING

06/06/2018 Minute Order

06/06/2018 Notice of Hearing

Filed by Azad Baban (Plaintiff)

06/05/2018 CASE MANAGEMENT STATEMENT

06/05/2018 CASE MANAGEMENT STATEMENT

06/05/2018 Case Management Statement

Filed by Scoobeez, Inc. (Defendant); Shahan Ohanessian (Defendant); Shoushan Ohanessian (Defendant)

06/05/2018 Case Management Statement

Filed by Azad Baban (Plaintiff)

05/16/2018 Minute order entered: 2018-05-16 00:00:00

Filed by Clerk

05/08/2018 STIPULATION TO SET ASIDE DEFAULT AND VACATE DEFAULT JUDGMENT; ORDER THEREON

05/08/2018 Stipulation and Order

Filed by Defendant/Respondent

04/30/2018 Minute order entered: 2018-04-30 00:00:00

Filed by Clerk

04/30/2018 Minute Order

04/24/2018 Receipt

Filed by Azad Baban (Plaintiff)

04/24/2018 Case Management Statement

Filed by Azad Baban (Plaintiff)

04/24/2018 Notice

Filed by Azad Baban (Plaintiff)

04/24/2018 NOTICE OF POSTING JURY FEES

04/24/2018 CASE MANAGEMENT STATEMENT

04/24/2018 CIVIL DEPOSIT

04/10/2018 Minute order entered: 2018-04-10 00:00:00

Filed by Clerk

03/07/2018 Proof-Service/Summons

Filed by Azad Baban (Plaintiff)

03/07/2018 Proof-Service/Summons

Filed by Azad Baban (Plaintiff)

03/07/2018 PROOF OF SERVICE SUMMONS

03/07/2018 Proof-Service/Summons

Filed by Azad Baban (Plaintiff)

03/07/2018 PROOF OF SERVICE SUMMONS

03/07/2018 PROOF OF SERVICE SUMMONS

01/31/2018 ORDER TO SHOW CAUSE HEARING

01/31/2018 NOTICE OF CASE MANAGEMENT CONFERENCE

01/31/2018 Notice of Case Management Conference

Filed by Clerk

01/31/2018 OSC-Failure to File Proof of Serv

Filed by Clerk

01/30/2018 COMPLAINT FOR DAMAGES: (1) ACTUAL/PERCEIVED DISABILITY HARASSMENT, VIOLATION OF CAL. GOV. CODE 12940 ET SEQ.; ETC

01/30/2018 SUMMONS

01/30/2018 Complaint

Filed by Azad Baban (Plaintiff)

Click on any of the below link(s) to see Register of Action Items on or before the date indicated:

[TOP 07/11/2018](#)

PROCEEDINGS HELD

[Case Information](#) | [Register Of Actions](#) | [FUTURE HEARINGS](#) | [PARTY INFORMATION](#) | [Documents Filed](#) | [Proceedings Held](#)

Proceedings Held (Proceeding dates listed in descending order)

Click on any of the below link(s) to see Register of Action Items on or before the date indicated:

[06/08/2018](#)

07/01/2019 at 08:30 AM in Department 62, Michael L. Stern, Presiding

Jury Trial - **Not Held - Vacated by Court**

06/13/2019 at 08:30 AM in Department 62, Michael L. Stern, Presiding

Final Status Conference - **Not Held - Vacated by Court**

06/03/2019 at 08:30 AM in Department 62, Michael L. Stern, Presiding

Jury Trial - **Not Held - Advanced and Continued - by Court**

05/29/2019 at 08:30 AM in Department 62, Michael L. Stern, Presiding

Hearing on Motion for Summary Judgment - **Not Held - Vacated by Court**

05/23/2019 at 08:30 AM in Department 62, Michael L. Stern, Presiding

Hearing on Motion to Compel Further Discovery Responses

05/23/2019 at 08:30 AM in Department 62, Michael L. Stern, Presiding

Final Status Conference - **Not Held - Advanced and Continued - by Court**

05/07/2019 at 08:30 AM in Department 62, Michael L. Stern, Presiding

Hearing on Ex Parte Application (FOR AN ORDER STRIKING DEFENDANT SCOBBEEZ, INC., SHAHAN OHANESSIAN, SHOUSHAN OHANESSIAN'S MOTION FOR SUMMARY JUDGMENT/ADJUDICATING THE HEARING ON DEFENDANTS' MOTION FOR SUMMARY JUDGEMENT/ADJUDICATION) - **Held**

04/26/2019 at 08:30 AM in Department 62, Michael L. Stern, Presiding

Jury Trial - **Not Held - Advanced and Continued - by Court**

04/22/2019 at 08:30 AM in Department 62, Michael L. Stern, Presiding

Hearing on Motion for Summary Judgment - **Not Held - Advanced and Continued - by Court**

04/22/2019 at 08:30 AM in Department 62, Michael L. Stern, Presiding

Hearing on Motion to Compel Discovery (not "Further Discovery") - **Not Held - Taken Off Calendar by Party**

04/04/2019 at 08:30 AM in Department 62, Michael L. Stern, Presiding

Final Status Conference - **Not Held - Advanced and Continued - by Court**

03/29/2019 at 08:30 AM in Department 62, Michael L. Stern, Presiding

Hearing on Ex Parte Application (FOR AN ORDER COMPELLING THE NOTICED DEPOSITIONS) - **Not Held - Taken Off Calendar by Party**

03/22/2019 at 08:30 AM in Department 62, Michael L. Stern, Presiding

Hearing on Ex Parte Application (Continuing defendants' MSJ) - **Held**

02/21/2019 at 08:30 AM in Department 62, Michael L. Stern, Presiding
Final Status Conference - **Not Held - Advanced and Continued - by Court**

01/16/2019 at 08:30 AM in Department 62, Michael L. Stern, Presiding
Hearing on Ex Parte Application (EX PARTE APPLICATION TO CONTINUE MSJ/MSA HEARING DATES, TRIAL, AND ALL RELATED DEADLINES) - **Held - Motion Granted**

01/04/2019 at 08:30 AM in Department 62, Michael L. Stern, Presiding
Ex-Parte Proceedings - **Not Held - Taken Off Calendar by Party**

10/24/2018 at 1:30 PM in Department 62, Michael L. Stern, Presiding
Ex-Parte Proceedings

09/10/2018 at 08:30 AM in Department 62
Case Management Conference (Conference-Case Management; Trial Date Set) -

09/05/2018 at 08:30 AM in Department 62
Case Management Conference (Conference-Case Management; Matter continued) -

07/11/2018 at 08:30 AM in Department 62
Hearing on Demurrer - without Motion to Strike - **Held**

Click on any of the below link(s) to see Register of Action Items on or before the date indicated:

[TOP 06/08/2018](#)

06/08/2018 at 08:30 AM in Department 62
Case Management Conference (Conference-Case Management; Matter continued) -

06/06/2018 at 08:30 AM in Department 62
Case Management Conference (Conference-Case Management; Matter continued) -

05/16/2018 at 08:30 AM in Department 62
Default Prove Up Hearing

04/30/2018 at 08:30 AM in Department 62
Case Management Conference (Conference-Case Management; Court makes order) -

04/10/2018 at 08:30 AM in Department 62
(OSC - No Return of Service; Vacated) -

Click on any of the below link(s) to see Register of Action Items on or before the date indicated:

[TOP 06/08/2018](#)

REGISTER OF ACTIONS

[Case Information](#) | [Register Of Actions](#) | [FUTURE HEARINGS](#) | [PARTY INFORMATION](#) | [Documents Filed](#) | [Proceedings Held](#)

Register of Actions (Listed in descending order)

Click on any of the below link(s) to see Register of Action Items on or before the date indicated:

[12/28/2018](#) [04/10/2018](#)

07/01/2019 at 08:30 AM in Department 62, Michael L. Stern, Presiding
Jury Trial - **Not Held - Vacated by Court**

06/13/2019 at 08:30 AM in Department 62, Michael L. Stern, Presiding
Final Status Conference - **Not Held - Vacated by Court**

06/03/2019 at 08:30 AM in Department 62, Michael L. Stern, Presiding
Jury Trial - **Not Held - Advanced and Continued - by Court**

05/29/2019 at 08:30 AM in Department 62, Michael L. Stern, Presiding
Hearing on Motion for Summary Judgment - **Not Held - Vacated by Court**

05/23/2019 at 08:30 AM in Department 62, Michael L. Stern, Presiding
Hearing on Motion to Compel Further Discovery Responses

05/23/2019 at 08:30 AM in Department 62, Michael L. Stern, Presiding
Final Status Conference - **Not Held - Advanced and Continued - by Court**

05/07/2019 at 08:30 AM in Department 62, Michael L. Stern, Presiding
Hearing on Ex Parte Application (FOR AN ORDER STRIKING DEFENDANT SCOOBEEZ, INC., SHAHAN OHANESSIAN, SHOUSHAN OHANESSIAN'S

Held **Case 2:19-bk-14989-WB Doc 316 Filed 09/11/19 Entered 09/11/19 14:51:02 Desc**
05/07/2019 Opposition (to Ex Parte Motion to Strike) **Main Document Page 129 of 175**

Filed by Scoobeez, Inc. (Defendant)

05/07/2019 Minute Order ((Hearing on Ex Parte Application FOR AN ORDER: STRIKING DEFEN...))

Filed by Clerk

05/06/2019 Notice of Stay of Proceedings (Bankruptcy)

Filed by Scoobeez, Inc. (Defendant)

05/06/2019 Ex Parte Application (PLAINTIFF?S NOTICE OF EX PARTE AND EX PARTE APPLICATION FOR AN ORDER: STRIKING DEFENDANT SCOOBEEZ, INC., SHAHAN OHANESSIAN, SHOUSHAN OHANESSIAN?S MOTION FOR SUMMARY JUDGMENT/ADJUDICATING THE HEARING ON DEFENDANTS? MOTION FOR SUMMARY JUDGEMENT/ADJUDICATION)

Filed by Azad Baban (Plaintiff)

04/26/2019 at 08:30 AM in Department 62, Michael L. Stern, Presiding

Jury Trial - **Not Held - Advanced and Continued - by Court**

04/22/2019 at 08:30 AM in Department 62, Michael L. Stern, Presiding

Hearing on Motion to Compel Discovery (not "Further Discovery") - **Not Held - Taken Off Calendar by Party**

04/22/2019 at 08:30 AM in Department 62, Michael L. Stern, Presiding

Hearing on Motion for Summary Judgment - **Not Held - Advanced and Continued - by Court**

04/04/2019 at 08:30 AM in Department 62, Michael L. Stern, Presiding

Final Status Conference - **Not Held - Advanced and Continued - by Court**

03/29/2019 at 08:30 AM in Department 62, Michael L. Stern, Presiding

Hearing on Ex Parte Application (FOR AN ORDER COMPELLING THE NOTICED DEPOSITIONS) - **Not Held - Taken Off Calendar by Party**

03/29/2019 Minute Order ((Hearing on Ex Parte Application FOR AN ORDER COMPELLING THE ...))

Filed by Clerk

03/28/2019 Ex Parte Application (PLAINTIFF?S NOTICE OF EX PARTE AND EX PARTE APPLICATION FOR AN ORDER COMPELLING THE NOTICED DEPOSITIONS)

Filed by Azad Baban (Plaintiff)

03/28/2019 Motion to Compel Discovery (not Further Discovery) - 1 moving party, 1 motion

Filed by Azad Baban (Plaintiff)

03/22/2019 at 08:30 AM in Department 62, Michael L. Stern, Presiding

Hearing on Ex Parte Application (Continuing defendants' MSJ) - **Held**

03/22/2019 Minute Order ((Hearing on Ex Parte Application Continuing defendants' MSJ))

Filed by Clerk

03/21/2019 Ex Parte Application (Tto Continue the Trial Date, or, In the Alternative for an Order Shortening ime for Such a Motion to be Heard; Memorandum of Points and Authorities; Declaration of Maryam Maleki)

Filed by Azad Baban (Plaintiff)

03/14/2019 at 08:30 AM in Department 62, Michael L. Stern, Presiding

Hearing on Motion for Summary Judgment - **Not Held - Advanced and Continued - by Court**

03/04/2019 at 08:30 AM in Department 62, Michael L. Stern, Presiding

Jury Trial - **Not Held - Advanced and Continued - by Court**

02/21/2019 at 08:30 AM in Department 62, Michael L. Stern, Presiding

Final Status Conference - **Not Held - Advanced and Continued - by Court**

02/21/2019 Substitution of Attorney

Filed by Scoobeez, Inc. (Defendant)

01/16/2019 at 08:30 AM in Department 62, Michael L. Stern, Presiding

Hearing on Ex Parte Application (EX PARTE APPLICATION TO CONTINUE MSJ/MSA HEARING DATES, TRIAL, AND ALL RELATED DEADLINES) - **Held - Motion Granted**

01/16/2019 Order (RE: PLAINTIFF?S EX PARTE TO CONTINUE MSJ/MSA HEARING DATES, TRIAL, AND ALL RELATED DEADLINES)

Filed by Azad Baban (Plaintiff)

01/16/2019 Ex Parte Application (to Continue MSJ/MSA Hearing, Trial, and deadlines)

Filed by Azad Baban (Plaintiff)

01/16/2019 Minute Order ((Hearing on Ex Parte Application to Continue MSJ/MSA dates, Tr...))

Filed by Clerk

01/04/2019 at 08:30 AM in Department 62, Michael L. Stern, Presiding

Ex-Parte Proceedings - **Not Held - Taken Off Calendar by Party**

01/04/2019 Minute Order ((Ex-Parte Proceedings))

Filed by Clerk

01/03/2019 Notice (NOTICE OF WITHDRAWAL OF EX PARTE)

Filed by Azad Baban (Plaintiff)

Click on any of the below link(s) to see Register of Action Items on or before the date indicated:

[TOP](#) [12/28/2018](#) [04/10/2018](#)

12/28/2018 Declaration (of Ohanessian in Support of Motion for Summary Judgment)

Filed by Scoobeez, Inc. (Defendant); Shahan Ohanessian (Defendant); Shoushan Ohanessian (Defendant)

12/28/2018 Separate Statement

Filed by Scoobeez, Inc. (Defendant); Shahan Ohanessian (Defendant); Shoushan Ohanessian (Defendant)

12/28/2018 Proof of Service (not Summons and Complaint)

Filed by Scoobeez, Inc. (Defendant); Shahan Ohanessian (Defendant); Shoushan Ohanessian (Defendant)

12/28/2018 Memorandum of Points & Authorities

Filed by Scoobeez, Inc. (Defendant); Shahan Ohanessian (Defendant); Shoushan Ohanessian (Defendant)

12/28/2018 Motion for Summary Judgment

Filed by Scoobeez, Inc. (Defendant); Shahan Ohanessian (Defendant); Shoushan Ohanessian (Defendant)

12/28/2018 Request for Judicial Notice

Filed by Scoobeez, Inc. (Defendant); Shahan Ohanessian (Defendant); Shoushan Ohanessian (Defendant)

10/26/2018 Notice of Ruling (RE: EX PARTE APPLICATION TO CONTINUE TRIAL DATE, MOTION FOR SUMMARY JUDGMENT DATE, AND ALL PRE-TRIAL DATES)

Filed by Scoobeez, Inc. (Defendant); Shahan Ohanessian (Defendant); Shoushan Ohanessian (Defendant)

10/24/2018 at 1:30 PM in Department 62, Michael L. Stern, Presiding

Ex-Parte Proceedings

10/24/2018 Certificate of Mailing for (Minute Order (Ex-Parte Proceedings) of 10/24/2018)

Filed by Clerk

10/24/2018 Minute Order ((Ex-Parte Proceedings))

Filed by Clerk

10/24/2018 Notice Re: Continuance of Hearing and Order (Order granting ex parte request to continue)

Filed by Clerk

10/24/2018 Stipulation - No Order (Joint stipulation to Continue)

Filed by Scoobeez, Inc. (Defendant)

10/24/2018 Ex Parte Application (to Continue Trial Date)

Filed by Scoobeez, Inc. (Defendant); Shahan Ohanessian (Defendant); Shoushan Ohanessian (Defendant)

10/03/2018 Notice of Ruling at Case Management Conference

Filed by Azad Baban (Plaintiff)

09/10/2018 at 08:30 AM in Department 62

Case Management Conference (Conference-Case Management; Trial Date Set) -

09/10/2018 Minute Order

09/10/2018 Minute order entered: 2018-09-10 00:00:00

Filed by Clerk

09/07/2018 Case Management Statement

Filed by Azad Baban (Plaintiff)

09/07/2018 Substitution of Attorney

Filed by Shahan Ohanessian (Defendant)

09/07/2018 Substitution of Attorney

Filed by Shoushan Ohanessian (Defendant)

09/07/2018 Substitution of Attorney

Filed by Scoobeez, Inc. (Defendant)

09/07/2018 Answer to First Amended Complaint

Filed by Scoobeez, Inc. (Defendant); Shahan Ohanessian (Defendant); Shoushan Ohanessian (Defendant)

09/07/2018 SUBSTITUTION OF ATTORNEY

09/07/2018 CASE MANAGEMENT STATEMENT

09/07/2018 SUBSTITUTION OF ATTORNEY

09/07/2018 SUBSTITUTION OF ATTORNEY

09/07/2018 DEFENDANTS' ANSWER TO PLAINTIFF S FIRST AMENDED COMPLAINT

Case 2:19-cv-01489-WB Doc 316 Filed 09/11/19 Entered 09/11/19 14:51:02 Desc
09/05/2018 Case Management Conference (Conference-Case Management; Matter continued) -
Main Document Page 131 of 175

09/05/2018 Minute order entered: 2018-09-05 00:00:00

Filed by Clerk

09/05/2018 Minute Order

08/21/2018 Case Management Statement

Filed by Azad Baban (Plaintiff)

08/21/2018 CASE MANAGEMENT STATEMENT

07/20/2018 First Amended Complaint

Filed by Azad Baban (Plaintiff)

07/20/2018 NOTICE OF ERRATA REGARDING PLAINTIFF S FIRST AMENDED COMPLAINT FOR DAMAGES

07/20/2018 Notice

Filed by Azad Baban (Plaintiff)

07/20/2018 FIRST AMENDED COMPLAINT FOR DAMAGES: (1) ACTUAL/PERCEIVED DISABILITY HARASSTIENT, VIOLATION OF CAL GOV, CODE 12940 ET SEQ.; (2) ACTUAL/PERCEIVED DISABILITY DISCRIMINATION, VIOLATION OF CAL GOV. CODE 12940 ET SEQ.; (3) ACTUAL/PERCEIVED DISABILITY RETAL

07/13/2018 Notice of Ruling

Filed by Azad Baban (Plaintiff)

07/13/2018 NOTICE OF RULING

07/11/2018 at 08:30 AM in Department 62

Hearing on Demurrer - without Motion to Strike - Held

07/11/2018 Order Appointing Court Approved Reporter as Official Reporter Pro Tempore

Filed by Azad Baban (Plaintiff)

07/11/2018 Minute Order

07/11/2018 Minute order entered: 2018-07-11 00:00:00

Filed by Clerk

07/03/2018 REPLY TO PLAINTIFF'S OPPOSITTON TO DEFENDANTS SCOOBEEZ, INC., SHAHAN OHANESSIAN, AND SHOUSHAN OHANESSIAN'S DEMURRER TO PLAINTIFF'S COMPLAINT; NOTICE OF HEARING; AND MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF

07/03/2018 Reply to Opposition

Filed by Scoobeez, Inc. (Defendant); Shahan Ohanessian (Defendant); Shoushan Ohanessian (Defendant)

06/27/2018 Opposition Document

Filed by Azad Baban (Plaintiff)

06/27/2018 Opposition Document

Filed by Azad Baban (Plaintiff)

06/27/2018 PLAINTIFF'S OPPOSITION TO DEFENDANTS SCOOBEEZ, INC., SHAHAN OHANESSIAN, AND SHOUSHAN OHANESSIAN'S DEMURRER TO PLAINTIFF'S COMPLAINT

06/08/2018 at 08:30 AM in Department 62

Case Management Conference (Conference-Case Management; Matter continued) -

06/08/2018 Minute order entered: 2018-06-08 00:00:00

Filed by Clerk

06/08/2018 DECLARATION OF SCOTT A. SHEIKH RE: MEET AND CONFER

06/08/2018 Declaration

Filed by Scoobeez, Inc. (Defendant); Shahan Ohanessian (Defendant); Shoushan Ohanessian (Defendant)

06/08/2018 Minute Order

06/08/2018 DEMURRER TO PLAINTIFF'S COMPLAINT FOR DAMAGES, ETC

06/08/2018 Minute Order

06/08/2018 Demurrer

Filed by Scoobeez, Inc. (Defendant); Shahan Ohanessian (Defendant); Shoushan Ohanessian (Defendant)

06/06/2018 at 08:30 AM in Department 62

Case Management Conference (Conference-Case Management; Matter continued) -

06/06/2018 Minute Order

06/06/2018 NOTICE OF HEARING

06/06/2018 Notice of Hearing

Filed by Azad Baban (Plaintiff)

06/06/2018 Minute order entered: 2018-06-06 00:00:00

Filed by Clerk

Case 2:19-bk-14989-WB Doc 316 Filed 09/11/19 Entered 09/11/19 14:51:02 Desc
Main Document Page 132 of 175

06/05/2018 CASE MANAGEMENT STATEMENT

06/05/2018 CASE MANAGEMENT STATEMENT

06/05/2018 Case Management Statement

Filed by Azad Baban (Plaintiff)

06/05/2018 Case Management Statement

Filed by Scoobeez, Inc. (Defendant); Shahan Ohanessian (Defendant); Shoushan Ohanessian (Defendant)

05/16/2018 at 08:30 AM in Department 62

Default Prove Up Hearing

05/16/2018 Minute order entered: 2018-05-16 00:00:00

Filed by Clerk

05/08/2018 Stipulation and Order

Filed by Defendant/Respondent

05/08/2018 STIPULATION TO SET ASIDE DEFAULT AND VACATE DEFAULT JUDGMENT; ORDER THEREON

04/30/2018 at 08:30 AM in Department 62

Case Management Conference (Conference-Case Management; Court makes order) -

04/30/2018 Minute order entered: 2018-04-30 00:00:00

Filed by Clerk

04/30/2018 Minute Order

04/24/2018 NOTICE OF POSTING JURY FEES

04/24/2018 Notice

Filed by Azad Baban (Plaintiff)

04/24/2018 CIVIL DEPOSIT

04/24/2018 CASE MANAGEMENT STATEMENT

04/24/2018 Case Management Statement

Filed by Azad Baban (Plaintiff)

04/24/2018 Receipt

Filed by Azad Baban (Plaintiff)

Click on any of the below link(s) to see Register of Action Items on or before the date indicated:

[TOP](#) [12/28/2018](#) [04/10/2018](#)

04/10/2018 at 08:30 AM in Department 62

(OSC - No Return of Service; Vacated) -

04/10/2018 Minute order entered: 2018-04-10 00:00:00

Filed by Clerk

03/07/2018 Proof-Service/Summons

Filed by Azad Baban (Plaintiff)

03/07/2018 Proof-Service/Summons

Filed by Azad Baban (Plaintiff)

03/07/2018 PROOF OF SERVICE SUMMONS

03/07/2018 PROOF OF SERVICE SUMMONS

03/07/2018 PROOF OF SERVICE SUMMONS

03/07/2018 Proof-Service/Summons

Filed by Azad Baban (Plaintiff)

01/31/2018 ORDER TO SHOW CAUSE HEARING

01/31/2018 OSC-Failure to File Proof of Serv

Filed by Clerk

01/31/2018 NOTICE OF CASE MANAGEMENT CONFERENCE

01/31/2018 Notice of Case Management Conference

Filed by Clerk

01/30/2018 SUMMONS

01/30/2018 Complaint

Filed by Azad Baban (Plaintiff)

01/30/2018 COMPLAINT FOR DAMAGES: (1) ACTUAL/PERCEIVED DISABILITY HARASSMENT, VIOLATION OF CAL. GOV. CODE 12940 ET SEQ.; ETC

Click on any of the below link(s) to see Register of Action Items on or before the date indicated:

[TOP](#) [12/28/2018](#) [04/16/2018](#)

Case 2:19-bk-14989-WB Doc 316 Filed 09/11/19 Entered 09/11/19 14:51:02 Desc
Main Document Page 133 of 175

NEW SEARCH

EXHIBIT 3

EXHIBIT 3



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/17/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SUNZ Insurance Solutions, LLC. ID:(Invo PEO) c/o Invo PEO Inc III 800 Oak Ridge Turnpike Oak Ridge, TN 37830	CONTACT NAME: Trista Barrett PHONE (A/C, No. Ext): 865-481-0910 E-MAIL ADDRESS: coi@invopeo.com FAX (A/C, No): 877-299-9849
INSURED Innovative Work Comp Solutions LLC LCF Scoobeez 800 Oak Ridge Turnpike Oak Ridge TN 37830	INSURER(S) AFFORDING COVERAGE INSURER A: United Wisconsin Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 48740624

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$ \$ \$ \$ \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A			18-SZ	5/14/2019	10/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage provided for all leased employees but not subcontractors of: Scoobeez
Client Effective: 5/14/2019

CERTIFICATE HOLDER

11750 (CA)

United States Trustee
725 S Figueroa Street
Suite 2600
Los Angeles CA 90017

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Rick Leonard

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ACORD 25 (2016/03)

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A STOCK COMPANY

15200 W. Small Road, New Berlin, WI 53151

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

NCCI No. 24244 **INFORMATION PAGE**
NAICS Code 492210 **Renewal of Policy Number** NEW
POLICY NO. 18-SZ

State Unemployment I.D. No. or other Identifying Number as Required: FEIN: 7748 Client ID: 150

1. Insured: Innovative Work Comp Solutions LLC Producer: Sunz Insurance Solutions, LLC
Mailing LCF Scoobeez Global Inc Mailing 1301 6th Avenue West
Address 800 Oak Ridge Turnpike Address Bradenton FL 34205
Oak Ridge, TN 37830

☐ Individual ☐ Partnership ☐ Corporation or ☒ Limited Liability Company

Other workplaces not shown above: See WC 99 06 05 Additional Locations if Applicable

Additional Named Insured: See WC 99 06 04 Additional Named Insureds if Applicable

2. Policy Period: The policy is from **05/14/19** to **10/01/19** 12:01 A.M. Standard Time, at the Insured's mailing address.
3. A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here:

CA

B. Employers Liability Insurance : Part Two of the policy applies to work in each state listed in item 3.A.
The limits of our liability under Part Two are:

Bodily Injury by Accident \$ 1,000,000 each accident
Bodily Injury by Disease \$ 1,000,000 policy limit
Bodily Injury by Disease \$ 1,000,000 each employee

C. Other states Insurance: Part Three of the policy applies to the states, if any, listed here:

All states except HI,ND,OH,WA,WY

D. This policy includes these endorsements and schedules: See Endorsement Schedule WC 99 06 09 A

4. The premium for this policy will be determined by our Manuals of Rules, Classification, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classification	Code No.	Premium Basis Total Estimated Annual Remuneration	Rates Per \$100 of Remuneration	Estimated Annual Premium
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SEE EXTENSION OF INFORMATION PAGE

Experience Modification	SEE WC 99 06 01 by State	
Other Premium Charges	0.00	0.00
Premium Discount		\$ 0.00
Expense Constant		See Attached Schedule

MINIMUM PREMIUM \$ 1,000 **TOTAL ESTIMATED ANNUAL PREMIUM** \$

IF INDICATED BELOW, INTERIM ADJUSTMENTS OF PREMIUM SHALL BE MADE:

☐ Semi-Annually ☐ Quarterly ☐ Monthly Deposit Premium

ISSUING OFFICE: Bradenton FL

DATE PRINTED: 05/15/2019

WC 00 00 01 A (Ed. 08/10)

Countersigned by:

John E. Regalado

ADDITIONAL LOCATIONS

Item (1) Other Workplaces Not Shown Above of the Information page is amended to include the following:

Other Workplace

LCF Scoobeez Global Inc
396 S Pasadena Ave
Sunland, CA 91040

FEIN: 6339
Effective Date: 05/14/2019
NAICS Code: 492210
Division #: 0
Workplace #: 0000000001
Emp. Link Code: 369258
Leasing ID #: 5: CLIENT COMPANY ONLY (in name of PEO)

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy)

Endorsement Effective: 05/14/19

Policy No.: 18-SZ

Endorsement No.: 2
Premium:

Insured: Innovative Work Comp
Solutions LLC
Global Inc

Insurance Company: United Wisconsin Insurance Company Countersigned by

(Ed. 11-08)

ENDORSEMENT SCHEDULE

Item (3.D.) Included Endorsements and Schedules of the Information Page is amended to include the following:

State	Form Number	Ed. Date	Form Title
CA	WC 00 00 01 A	08/10	Declaration Page
CA	WC 99 06 05	03/08	Additional Locations
CA	WC 99 06 01	03/08	Extension of Information Page
CA	WC 99 06 09A	11/08	Endorsement Schedule
CW	UWIC-PN	02/18	Privacy Notice
CW	WC000421D	01/15	Catastrophe (Other than Certified Acts of Terrorism) Premium Endorsement
CW	WC000422B	01/15	Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement
CW	WC990660	05/17	Execution Clause Endorsement
CA	DISCLOSUR2	02/15	Policyholder Disclosure Notice of Terrorism Insurance Coverage
CA	PN049901G	03/19	CA Your Right to Rating and Dividend Information
CA	PN049902B	05/02	CA Workers Comp Insurance Rating Laws
CA	PN049904	12/01	CA Policyholder Notice California Insurance Guarantee Association (CIGA) Surcharge
CA	PN990451	01/15	CA Loss Prevention Notice
CA	WC000000C CA	01/15	CA Workers Compensation and Employers Liability Policy
CA	WC040301D	02/18	CA Policy Amendatory Endorsement
CA	WC040310	01/95	CA Duty to Defend Endorsement
CA	WC040315B	10/16	CA Restriction of Coverage to Client Workers Endorsement
CA	WC040360B	01/15	CA Employers' Liability Coverage Amendatory Endorsement

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy)

Endorsement Effective: 05/14/19

Policy No.: [REDACTED] 18-SZ

Endorsement No.: 4

Premium:

Insured: Innovative Work Comp
Solutions LLCLCF
Scoobeez Global Inc

Insurance Company: United Wisconsin Insurance Company

Countersigned by

(Ed. 11-08)

State	Form Number	Ed. Date	Form Title
CA	WC040421	01/08	CA Optional Premium Increase Endorsement
CA	WC040601A	12/93	CA Cancellation Endorsement
CA	WC040603B	01/15	CA Large Risk Deductible Endorsement
CA	WC990107B	05/15	CA Special Cancellation Provision Endorsement

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy)

Endorsement Effective: 05/14/19 Policy No.: [REDACTED] 18-SZ Endorsement No.: 4
Premium:

Insured: Innovative Work Comp
Solutions LLCLCF
Scoobeez Global Inc

Insurance Company: United Wisconsin Countersigned by
Insurance Company

Execution Clause Endorsement

In Witness Whereof, the Company has caused this policy to be executed and attested to by its President and Secretary. Where required by law, the Information Page has been countersigned by our duly authorized representative.

Stephan Cooper, President



Steven E. Reynolds, Secretary



This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 05/14/19

Policy No.: [REDACTED] 18-SZ

Endorsement No.: 0

Premium: \$ 561,144.00

Insured: Innovative Work Comp
Solutions LLC
LCF Scoobeez Global Inc

Insurance Company: United Wisconsin Insurance Company Countersigned by:

United Wisconsin Insurance Company
P.O. Box 40790, Lansing, MI 48901-7990

UWIC-PN
(Ed. 02-18)

PRIVACY NOTICE

United Wisconsin Insurance Company does not disclose any non-public personal information about our individual policyholders, applicants, customers, former customers, or claimants to any non-affiliated third party other than those permitted by law and only for the purposes of transacting the business of your insurance coverage or policy. The purpose of this notice is to inform you of the types of personal information we obtain in providing Workers' Compensation Insurance and how we protect personal information.

What is Personal Information?

We treat any information that is identifiable to you and not available to the general public as your personal information. For example, we may collect information we receive from you on an application for insurance, or information from your transactions with us, our affiliates, or others, such as:

- Employee health conditions, including health care treatment and payment;
- Identify, such as name, age, address, etc.;
- Income, when necessary for loss-time injuries.

Why Do We Collect Your Personal Information?

In order to serve your needs, there are occasions when we may collect personal information about you. We collect personal information from you to help us:

- Underwrite the Workers' Compensation policy offered to you;
- Pay claims for employee injuries;
- Provide case management services; and
- Provide quality improvement services.

How Do We Collect Your Personal Information?

We collect personal information through you, your agent, your employees, and your health care providers. For example, we receive personal information on your insurance application, risk management surveys of your facilities, and from your loss runs provided by previous workers' compensation carriers.

To Whom Do We Disclose Your Personal Information?

We will not disclose your personal information unless we are allowed or required by law to make the disclosure, or if you give us permission. Following are some examples of disclosures we may make as allowed or required by law:

- To health care providers (doctors and others who provide care to injured employees) in connection with a workers' compensation injury, such as verifying your coverage;
- To service companies that perform insurance functions on our behalf, such as third party administrators, insurance agents, auditors, benefit consultants, or care management specialists for utilization management and quality improvement;
- To an insurance regulatory authority; or
- To respond to legal requests such as a subpoena.

We will not disclose your personal information to any non-affiliated company for that company's marketing purposes.

United Wisconsin Insurance Company
P.O. Box 40790, Lansing, MI 48901-7990

UWIC-PN
(Ed. 02-18)

Your Financial Information

We collect and use several types of financial information to carry out health insurance activities. This includes information you give us on applications or other forms, such as your name, address, age, income and dependents. We keep records about your business with our affiliates, others, or us such as insurance coverage, premiums, and payment history.

We use physical, technical, and procedural methods to protect your private information. We may share it only with our employees, affiliates or others who need it to provide service on your policy, to do insurance business, or for other legally allowed or required purposes. We may also share your financial information with our affiliated companies if interest is expressed in other products (i.e. group health, disability or life insurance). An affiliated company means a company owned or controlled by us. For example, if you choose to purchase insurance from us, we may share your financial information with an affiliated company to make our full range of insurance products and services available to you.

How Do We Protect Your Personal Information?

We protect your personal information by:

- Treating all of your personal information that we collect as confidential;
- Stating confidentiality policies and practices in our employee Code of Conduct, training employees in the area of confidentiality and disciplining employees for privacy violations of which we become aware;
- Restricting access to your personal information to those employees who need to know your personal information in order to provide our services to you, such as paying a claim for a covered benefit;
- Only disclosing your personal information that is necessary for a service company to perform its function on our behalf, and the company agrees to protect and maintain the confidentiality of your personal information; and
- Maintaining physical, electronic, and procedural safeguards that comply with federal and state regulations to guard your personal information.

Opting Out of Information Sharing

You may have received notices from other organizations that allow you to "opt out" of certain disclosures. The most common type of disclosure that applies to "opt outs" is the disclosure of personal information to a non-affiliated company so that company can market its products or services to you. As a workers' compensation carrier, we must follow many federal and state laws that prohibit us from making these types of disclosures. Because we do not make disclosures that apply to "opt outs," it is not necessary for you to complete an "opt out" form or take any action to restrict such disclosures.

How Can You Reach Us?

- Visit our website at www.unitedheartland.com; or
- Contact your primary claim representative, or our President, Stephan Cooper at steve.cooper@unitedheartland.biz.

Revisions

We may amend this notice at any time and will inform you of changes as required by law.

CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) PREMIUM ENDORSEMENT

This endorsement is notification that your insurance carrier is charging premium to cover the losses that may occur in the event of Catastrophe (other than Certified Acts of Terrorism) as that term is defined below. Your policy provides coverage for workers compensation losses caused by a Catastrophe (other than Certified Acts of Terrorism). This premium charge does not provide funding for Certified Acts of Terrorism contemplated under the Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement (WC 00 04 22 B), attached to this policy.

For purposes of this endorsement, the following definitions apply:

- Catastrophe (other than Certified Acts of Terrorism): Any single event, resulting from an Earthquake, Noncertified Act of Terrorism, or Catastrophic Industrial Accident, which results in aggregate workers compensation losses in excess of \$50 million.
- Earthquake: The shaking and vibration at the surface of the earth resulting from underground movement along a fault plane or from volcanic activity.
- Noncertified Act of Terrorism: An event that is not certified as an Act of Terrorism by the Secretary of Treasury pursuant to the Terrorism Risk Insurance Act of 2002 (as amended) but that meets all of the following criteria:
 - It is an act that is violent or dangerous to human life, property, or infrastructure;
 - The act results in damage within the United States, or outside of the United States in the case of the premises of United States missions or air carriers or vessels as those terms are defined in the Terrorism Risk Insurance Act of 2002 (as amended); and
 - It is an act that has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- Catastrophic Industrial Accident: A chemical release, large explosion, or small blast that is localized in nature and affects workers in a small perimeter the size of a building.

The premium charge for the coverage your policy provides for workers compensation losses caused by a Catastrophe (other than Certified Acts of Terrorism) is shown in Item 4 of the Information Page or in the Schedule below.

Schedule

State	Rate	Premium
CA	0.02	\$ 2,400.00

TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT

This endorsement addresses the requirements of the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2015. It serves to notify you of certain limitations under the Act, and that your insurance carrier is charging premium for losses that may occur in the event of an Act of Terrorism.

Your policy provides coverage for workers compensation losses caused by Acts of Terrorism, including workers compensation benefit obligations dictated by state law. Coverage for such losses is still subject to all terms, definitions, exclusions, and conditions in your policy, and any applicable federal and/or state laws, rules, or regulations.

Definitions

The definitions provided in this endorsement are based on and have the same meaning as the definitions in the Act. If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.

"Act" means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments thereto including any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2015.

"Act of Terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States as meeting all of the following requirements:

- a. The act is an act of terrorism.
- b. The act is violent or dangerous to human life, property or infrastructure.
- c. The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.
- d. The act has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

"Insured Loss" means any loss resulting from an act of terrorism (and, except for Pennsylvania, including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.

"Insurer Deductible" means, for the period beginning on January 1, 2015, and ending on December 31, 2020, an amount equal to 20% of our direct earned premiums, during the immediately preceding calendar year.

Limitation of Liability

The Act limits our liability to you under this policy. If aggregate Insured Losses exceed \$100,000,000,000 in a calendar year and if we have met our Insurer Deductible, we are not liable for the payment of any portion of the amount of Insured Losses that exceeds \$100,000,000,000; and for aggregate Insured Losses up to \$100,000,000,000, we will pay only a pro rata share of such Insured Losses as determined by the Secretary of the Treasury.

Policyholder Disclosure Notice

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses exceed:
 - a. \$100,000,000, with respect to such Insured Losses occurring in calendar year 2015, the United States Government would pay 85% of our Insured Losses that exceed our Insurer Deductible.
 - b. \$120,000,000, with respect to such Insured Losses occurring in calendar year 2016, the United States Government would pay 84% of our Insured Losses that exceed our Insurer Deductible
 - c. \$140,000,000, with respect to such Insured Losses occurring in calendar year 2017, the United States Government would pay 83% of our Insured Losses that exceed our Insurer Deductible.
 - d. \$160,000,000, with respect to such Insured Losses occurring in calendar year 2018, the United States Government would pay 82% of our Insured Losses that exceed our Insurer Deductible.
 - e. \$180,000,000, with respect to such Insured Losses occurring in calendar year 2019, the United States Government would pay 81% of our Insured Losses that exceed our Insurer Deductible.
 - f. \$200,000,000, with respect to such Insured Losses occurring in calendar year 2020, the United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible.
2. Notwithstanding item 1 above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceed \$100,000,000,000.
3. The premium charge for the coverage your policy provides for Insured Losses is included in the amount shown in Item 4 of the Information Page or in the Schedule below.

Schedule

State	Rate	Premium
CA	.0200	\$ 2,400.00

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE**

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term “act of terrorism” means any act or acts that are certified by the Secretary of the Treasury – in consultation with the Secretary of Homeland Security, and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels, or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016, 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019; and 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers’ liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism is listed under Item 4 Premium of the Policy Information Page, and does not include any charges for the portion of losses covered by the United States Government under the Act.

POLICYHOLDER NOTICE
YOUR RIGHT TO RATING AND DIVIDEND INFORMATION

I. Information Available to You

A. Information Available from Us – United Wisconsin Insurance Company

- (1) General questions regarding your policy should be directed to: **Customer Service at**

United Wisconsin Insurance Company
15200 West Small Road
New Berlin, WI 53151
1-800-258-2667
www.unitedheartland.com

- (2) **Dividend Calculation.** If this is a participating policy (a policy on which a dividend may be paid), upon payment or non-payment of a dividend, we shall provide a written explanation to you that sets forth the basis of the dividend calculation. The explanation will be in clear, understandable language and will express the dividend as a dollar amount and as a percentage of the earned premium for the policy year on which the dividend is calculated.
- (3) **Claims Information.** Pursuant to Sections 3761 and 3762 of the California Labor Code, you are entitled to receive information in our claim files that affects your premium. Copies of documents will be supplied at your expense during reasonable business hours.

For claims covered under this policy, we will estimate the ultimate cost of unsettled claims for statistical purposes eighteen months after the policy becomes effective and will report those estimates to the Workers' Compensation Insurance Rating Bureau of California (WCIRB) no later than twenty months after the policy becomes effective. The cost of any settled claims will also be reported at that time. At twelve-month intervals thereafter, we will update and report to the WCIRB the estimated cost of any unsettled claims and the actual final cost of any claims settled in the interim. The amounts we report will be used by the WCIRB to compute your experience modification if you are eligible for experience rating.

B. Information Available from the Workers' Compensation Insurance Rating Bureau of California

- (1) The WCIRB is a licensed rating organization and the California Insurance Commissioner's designated statistical agent. As such, the WCIRB is responsible for administering the *California Workers' Compensation Uniform Statistical Reporting Plan—1995* (USRP) and the *California Workers' Compensation Experience Rating Plan—1995* (ERP). WCIRB contact information is: WCIRB, 1221 Broadway, Suite 900, Oakland, CA 94612, Attn: Customer Service; 888.229.2472 (phone); 415.778.7272 (fax); and customerservice@wcirb.com (email). The regulations contained in the USRP and ERP are available for public viewing through the WCIRB's website at wcirb.com.
- (2) **Policyholder Information.** Pursuant to California Insurance Code (CIC) Section 11752.6, upon written request, you are entitled to information relating to loss experience, claims, classification assignments, and policy contracts as well as rating plans, rating systems, manual rules, or other information impacting your premium that is maintained in the records of the WCIRB. Complaints and Requests for Action requesting policyholder information should be forwarded to: WCIRB, 1221 Broadway, Suite 900, Oakland, CA 94612, Attn: Custodian of Records. The Custodian of Records can be reached at 415.777.0777 (phone) and 415.778.7272 (fax).
- (3) **Experience Rating Form.** Each experience rated risk may receive a single copy of its current Experience Rating Form/Worksheet free of charge by completing a Policyholder Experience Rating Worksheet Request Form on the WCIRB's website at wcirb.com/ratesheet. The Experience Rating Form/Worksheet will include a Loss-Free Rating, which is the experience modification that would have been calculated if \$0 (zero) actual losses were incurred during the experience period. This hypothetical rating calculation is provided for informational purposes only.

II. Dispute Process

You may dispute our actions or the actions of the WCIRB pursuant to CIC Sections 11737 and 11753.1.

A. Our Dispute Resolution Process.

If you are aggrieved by our decision adopting a change in a classification assignment that results in increased premium, or by the application of our rating system to your workers' compensation insurance, you may dispute these matters with us. If you are dissatisfied with the outcome of the initial dispute with us, you may send us a written Complaint and Request for Action as outlined below.

(Ed. 03-19)

You may send us a written Complaint and Request for Action requesting that we reconsider a change in a classification assignment that results in an increased premium and/or requesting that we review the manner in which our rating system has been applied in connection with the insurance afforded or offered you. Written Complaints and Requests for Action should be forwarded to:

United Wisconsin Insurance Company
Attn: Olivia Dimithe
Consumer Complaints
3 Hutton Centre Dr. #550
Santa Ana, CA 92707
1-800-258-2667
Fax: 517-346-2069

After you send your Complaint and Request for Action, we have 30 days to send you a written notice indicating whether or not your written request will be reviewed. If we agree to review your request, we must conduct the review and issue a decision granting or rejecting your request within 60 days after sending you the written notice granting review. If we decline to review your request, if you are dissatisfied with the decision upon review, or if we fail to grant or reject your request or issue a decision upon review, you may appeal to the Insurance Commissioner as described in paragraph II.C., below.

- B. Disputing the Actions of the WCIRB.** If you have been aggrieved by any decision, action, or omission to act of the WCIRB, you may request, in writing, that the WCIRB reconsider its decision, action, or omission to act. You may also request, in writing, that the WCIRB review the manner in which its rating system has been applied in connection with the insurance afforded or offered you. For requests related to classification disputes, the reporting of experience, or coverage issues, your initial request for review must be received by the WCIRB within 12 months after the expiration date of the policy to which the request for review pertains, except if the request involves the application of the Revision of Losses rule. For requests related to your experience modification, your initial request for review must be received by the WCIRB within 6 months after the issuance, or 12 months after the expiration date, of the experience modification to which the request for review pertains, whichever is later, except if the request for review involves the application of the Revision of Losses rule. If the request involves the Revision of Losses rule, the time to state your appeal may be longer. (See Section VI, Rule 7 of the ERP).

You may commence the review process by sending the WCIRB a written Inquiry. Written Inquiries should be sent to: WCIRB, 1221 Broadway, Suite 900, Oakland, CA 94612, Attn: Customer Service. Customer Service can be reached at 888.229.2472 (phone), 415.778.7272 (fax) and customerservice@wcirb.com (email).

If you are dissatisfied with the WCIRB's decision upon an Inquiry, or if the WCIRB fails to respond within 90 days after receipt of the Inquiry, you may pursue the subject of the Inquiry by sending the WCIRB a written Complaint and Request for Action. After you send your Complaint and Request for Action, the WCIRB has 30 days to send you written notice indicating whether or not your written request will be reviewed. If the WCIRB agrees to review your request, it must conduct the review and issue a decision granting or rejecting your request within 60 days after sending you the written notice granting review. If the WCIRB declines to review your request, if you are dissatisfied with the decision upon review, or if the WCIRB fails to grant or reject your request or issue a decision upon review, you may appeal to the Insurance Commissioner as described in paragraph II.C., below. Written Complaints and Requests for Action should be forwarded to: WCIRB, 1221 Broadway, Suite 900, Oakland, CA 94612, Attn: Complaints and Reconsideration. The WCIRB's contact information is 888.229.2472 (phone), 415.371.5204 (fax) and customerservice@wcirb.com (email).

- C. California Department of Insurance – Appeals to the Insurance Commissioner.** After you follow the appropriate dispute resolution process described above, if (1) we or the WCIRB decline to review your request, (2) you are dissatisfied with the decision upon review, or (3) we or the WCIRB fail to grant or reject your request or issue a decision upon review, you may appeal to the Insurance Commissioner pursuant to CIC Sections 11737, 11752.6, 11753.1 and Title 10, California Code of Regulations, Section 2509.40 et seq. You must file your appeal within 30 days after we or the WCIRB send you the notice rejecting review of your Complaint and Request for Action or the decision upon your Complaint and Request for Action. If no written decision regarding your Complaint and Request for Action is sent, your appeal must be filed within 120 days after you sent your Complaint and Request for Action to us or to the WCIRB. The filing address for all appeals to the Insurance Commissioner is:

Administrative Hearing Bureau
California Department of Insurance
45 Fremont Street, 22nd Floor
San Francisco, CA 94105
415.538.4102

You have the right to a hearing before the Insurance Commissioner, and our action, or the action of the WCIRB, may be affirmed, modified or reversed.

III. Resources Available to You in Obtaining Information and Pursuing Disputes

- A. Policyholder Ombudsman.** Pursuant to California Insurance Code Section 11752.6, a policyholder ombudsman is available at the WCIRB to assist you in obtaining and evaluating the rating, policy, and claims information referenced in I.A. and I.B., above. The ombudsman may advise you on any dispute with us, the WCIRB, or on an appeal to the Insurance Commissioner pursuant to Section 11737 of the Insurance Code. The address of the policyholder ombudsman is WCIRB, 1221 Broadway, Suite 900, Oakland, CA 94612, Attn: Policyholder Ombudsman. The policyholder ombudsman can be reached at 415.778.7159 (phone), 415.371.5288 (fax) and ombudsman@wcirb.com (email).
- B. California Department of Insurance – Information and Assistance.** Information and assistance on policy questions can be obtained from the Department of Insurance Consumer HOTLINE, 800.927.HELP (4357) or insurance.ca.gov. For questions and correspondence regarding appeals to the Administrative Hearing Bureau, see the contact information in paragraph II.C.

This notice does not change the policy to which it is attached.

POLICYHOLDER NOTICE

**CALIFORNIA WORKERS' COMPENSATION
INSURANCE RATING LAWS**

Pursuant to Section 11752.8 of the California Insurance Code, we are providing you with an explanation of the California workers' compensation rating laws.

1. We establish our own rates for workers' compensation. Our rates, rating plans, and related information are filed with the insurance commissioner and are open for public inspection.
2. The insurance commissioner can disapprove our rates, rating plans, or classifications only if he or she has determined after public hearing that our rates might jeopardize our ability to pay claims or might create a monopoly in the market. A monopoly is defined by law as a market where one insurer writes 20% or more of that part of the California workers' compensation insurance that is not written by the State Compensation Insurance Fund. If the insurance commissioner disapproves our rates, rating plans, or classifications, he or she may order an increase in the rates applicable to outstanding policies.
3. Rating organizations may develop pure premium rates that are subject to the insurance commissioner's approval. A pure premium rate reflects the anticipated cost and expenses of claims per \$100 of payroll for a given classification. Pure premium rates are advisory only, as we are not required to use the pure premium rates developed by any rating organization in establishing our own rates.
4. We must adhere to a single, uniform experience rating plan. If you are eligible for experience rating under the plan, we will be required to adjust your premium to reflect your claim history. A better claim history generally results in a lower experience rating modification; more claims, or more expensive claims, generally result in a higher experience rating modification. The uniform experience rating plan, which is developed by the insurance rating organization designated by the insurance commissioner, is subject to approval by the insurance commissioner.
5. A standard classification system, developed by the insurance rating organization designated by the insurance commissioner, is subject to approval by the insurance commissioner. The standard classification system is a method of recognizing and separating policyholders into industry or occupational groups according to their similarities and/or differences. We can adopt and apply the standard classification system or develop and apply our own classification system, provided we can report the payroll, expenses, and other costs of claims in a way that is consistent with the uniform statistical plan or the standard classification system.
6. Our rates and classifications may not violate the Unruh Civil Rights Act or be unfairly discriminatory.
7. We will provide an appeal process for you to appeal the way we rate your insurance policy. The process requires us to respond to your written appeal within 30 days. If you are not satisfied with the result of your appeal, you may appeal our decision to the insurance commissioner.

**California Workers' Compensation Insurance
Notice of Nonrenewal**

Section 11664 of the California Insurance Code requires us, in most instances, to provide you with a notice of nonrenewal. Except as specified in paragraphs 1 through 6 below, if we elect to nonrenew your policy, we are required to deliver or mail to you a written notice stating the reason or reasons for the nonrenewal of the policy. The notice is required to be sent to you no earlier than 120 days before the end of the policy period and no later than 30 days before the end of the policy period. If we fail to provide you the required notice, we are required to continue the coverage under the policy with no change in the premium rate until 60 days after we provide you with the required notice.

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We are not required to provide you with a notice of nonrenewal in any of the following situations:

1. Your policy was transferred or renewed without a change in its terms or conditions or the rate on which the premium is based to another insurer or other insurers who are members of the same insurance group as us.
2. The policy was extended for 90 days or less and the required notice was given prior to the extension.
3. You obtained replacement coverage or agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.
4. The policy is for a period of no more than 60 days and you were notified at the time of issuance that it may not be renewed.
5. You requested a change in the terms or conditions or risks covered by the policy within 60 days prior to the end of the policy period.
6. We made a written offer to you to renew the policy at a premium rate increase of less than 25 percent.

(A) If the premium rate in your governing classification is to be increased 25 percent or greater and we intend to renew the policy, we shall provide a written notice of a renewal offer not less than 30 days prior to the policy renewal date. The governing classification shall be determined by the rules and regulations established in accordance with California Insurance Code Section 11750.3(c).

(B) For purposes of this Notice, "premium rate" means the cost of insurance per unit of exposure prior to the application of individual risk variations based on loss or expense considerations such as scheduled rating and experience rating.

This notice does not change the policy to which it is attached.

POLICYHOLDER NOTICE

CALIFORNIA INSURANCE GUARANTEE ASSOCIATION (CIGA) SURCHARGE

Companies writing property and casualty insurance business in California are required to participate in the California Insurance Guarantee Association. If a company becomes insolvent, the California Insurance Guarantee Association settles unpaid claims and assesses each insurance company for its fair share.

California law requires all companies to surcharge policies to recover these assessments. If your policy is surcharged, "CA Surcharge" or "CA Surcharge (CIGA Surcharge)" with an amount will be displayed on your premium notice.

This notice does not change the policy to which it is attached.

CALIFORNIA LOSS PREVENTION NOTICE

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the Policy Information Page.

We are required by law to maintain or provide occupational safety and health loss prevention consultation services as required by Labor Code Section 6354.5 and Insurance Code Section 11703. These services are available at no additional charge to the insured.

The available Loss Prevention Consultation Services include the following:

- A workplace survey, including discussion with management and, where appropriate, non-management personnel with permission of the employer.
- A review of injury records with appropriate personnel.
- The development of a plan to improve the employer's health and safety loss prevention experience, which shall include, where appropriate, modifications to the employer's injury and illness prevention program established pursuant to Labor Code Section 6401.7.

These services will identify the hazards exposing the policyholder to, or causing, significant workers' compensation losses, and will advise the insured of steps needed to mitigate the identified workers' compensation losses or exposures.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy)

Endorsement Effective: 05/14/19

File No.: [REDACTED] 3018

Carrier Policy No.: [REDACTED] 18-SZ

Premium: \$ 561,144.00

Carrier No.: 24244

Insured: Scoobeez Global Inc

Insurance Company: United Wisconsin Insurance Company

Endorsement: PN 99 04 51

Edition: 01/15

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

In return for the payment of the premium and subject to all terms of this policy, we agree with you as follows:

GENERAL SECTION

A. The Policy

This policy includes at its effective date the Information Page and all endorsements and schedules listed there. It is a contract of insurance between you (the employer named in Item 1 of the Information Page) and us (the insurer named on the Information Page). The only agreements relating to this insurance are stated in this policy. The terms of this policy may not be changed or waived except by endorsement issued by us to be part of this policy.

B. Who is Insured

You are insured if you are an employer named in Item 1 of the Information Page. If that employer is a partnership, and if you are one of its partners, you are insured, but only in your capacity as an employer of the partnership's employees.

C. Workers Compensation Law

Workers Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page. It includes any amendments to that law which are in effect during the policy period. It does not include any federal workers or workmen's compensation law, any federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

D. State

State means any state of the United States of America, and the District of Columbia.

E. Locations

This policy covers all of your workplaces listed in Items 1 or 4 of the Information Page; and it covers all other workplaces in Item 3.A. states unless you have other insurance or are self-insured for such workplaces.

PART ONE WORKERS COMPENSATION INSURANCE

A. How This Insurance Applies

This workers compensation insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. Bodily injury by accident must occur during the policy period.
2. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay promptly when due the benefits required of you by the workers compensation law.

C. We Will Defend

We have the right and duty to defend at our expense any claim, proceeding or suit against you for benefits payable by this insurance. We have the right to investigate and settle these claims, proceedings or suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance.

D. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:

1. reasonable expenses incurred at our request, but not loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this insurance; and
5. expenses we incur.

E. Other Insurance

We will not pay more than our share of benefits and costs covered by this insurance and other

(Ed. 1-15)

insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.

F. **Payments You Must Make**

You are responsible for any payments in excess of the benefits regularly provided by the workers compensation law including those required because:

1. of your serious and willful misconduct;
2. you knowingly employ an employee in violation of law;
3. you fail to comply with a health or safety law or regulation; or
4. you discharge, coerce or otherwise discriminate against any employee in violation of the workers compensation law.

If we make any payments in excess of the benefits regularly provided by the workers compensation law on your behalf, you will reimburse us promptly.

G. **Recovery From Others**

We have your rights, and the rights of persons entitled to the benefits of this insurance, to recover our payments from anyone liable for the injury. You will do everything necessary to protect those rights for us and to help us enforce them.

H. **Statutory Provisions**

These statements apply where they are required by law.

1. As between an injured worker and us, we have notice of the injury when you have notice.
2. Your default or the bankruptcy or insolvency of you or your estate will not relieve us of our duties under this insurance after an injury occurs.
3. We are directly and primarily liable to any person entitled to the benefits payable by this insurance. Those persons may enforce our duties; so may an agency authorized by law. Enforcement may be against us or against you and us.
4. Jurisdiction over you is jurisdiction over us for purposes of the workers compensation law. We are bound by decisions against you under that law, subject to the provisions of this policy that are not in conflict with that law.
5. This insurance conforms to the parts of the

workers compensation law that apply to:

- a. benefits payable by this insurance;
- b. special taxes, payments into security or other special funds, and assessments payable by us under that law.

6. Terms of this insurance that conflict with the workers compensation law are changed by this statement to conform to that law.

Nothing in these paragraphs relieves you of your duties under this policy.

PART TWO EMPLOYERS LIABILITY INSURANCE

A. **How This Insurance Applies**

This employers liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to your work in a state or territory listed in Item 3.A. of the Information Page.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

B. **We Will Pay**

We will pay all sums that you legally must pay as damages because of bodily injury to your employees, provided the bodily injury is covered by this Employers Liability Insurance.

The damages we will pay, where recovery is permitted by law, include damages:

1. For which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against

such third party as a result of injury to your employee;

2. For care and loss of services; and
3. For consequential bodily injury to a spouse, child, parent, brother or sister of the injured employee; provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured employee's employment by you; and
4. Because of bodily injury to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

C. Exclusions

This insurance does not cover:

1. Liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
2. Punitive or exemplary damages because of bodily injury to an employee employed in violation of law;
3. Bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
4. Any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
5. Bodily injury intentionally caused or aggravated by you;
6. Bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
7. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions;
8. Bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 U.S.C. Sections 901 et seq.), the Nonappropriated Fund Instrumentalities Act (5 U.S.C. Sections 8171 et seq.), the Outer Continental Shelf Lands Act (43 U.S.C. Sections 1331 et seq.), the Defense Base Act (42 U.S.C. Sections 1651-1654), the Federal Mine Safety and Health Act (30 U.S.C. Sections 801 et seq. and 901-944), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;

9. Bodily injury to any person in work subject to the Federal Employers' Liability Act (45 U.S.C. Sections 51 et seq.), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;
10. Bodily injury to a master or member of the crew of any vessel, and does not cover punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law;
11. Fines or penalties imposed for violation of federal or state law; and
12. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 U.S.C. Sections 1801 et seq.) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

D. We Will Defend

We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this insurance. We have the right to investigate and settle these claims, proceedings and suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance. We have no duty to defend or continue defending after we have paid our applicable limit of liability under this insurance.

E. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. Reasonable expenses incurred at our request, but not loss of earnings;
2. Premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. Litigation costs taxed against you;
4. Interest on a judgment as required by law until we offer the amount due under this insurance; and
5. Expenses we incur.

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F. Other Insurance

We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.

G. Limits of Liability

Our liability to pay for damages is limited. Our limits of liability are shown in Item 3.B. of the Information Page. They apply as explained below.

1. **Bodily Injury by Accident.** The limit shown for "bodily injury by accident—each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.

A disease is not bodily injury by accident unless it results directly from bodily injury by accident.

2. **Bodily Injury by Disease.** The limit shown for "bodily injury by disease—policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease—each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee.

Bodily injury by disease does not include disease that results directly from a bodily injury by accident.

3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

H. Recovery From Others

We have your rights to recover our payment from anyone liable for an injury covered by this insurance. You will do everything necessary to protect those rights for us and to help us enforce them.

I. Actions Against Us

There will be no right of action against us under this insurance unless:

1. You have complied with all the terms of this policy; and

2. The amount you owe has been determined with our consent or by actual trial and final judgment.

This insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability. The bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Part.

PART THREE OTHER STATES INSURANCE

A. How This Insurance Applies

1. This other states insurance applies only if one or more states are shown in Item 3.C. of the Information Page.
2. If you begin work in any one of those states after the effective date of this policy and are not insured or are not self-insured for such work, all provisions of the policy will apply as though that state were listed in Item 3.A. of the Information Page.
3. We will reimburse you for the benefits required by the workers compensation law of that state if we are not permitted to pay the benefits directly to persons entitled to them.
4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within thirty days.

B. Notice

Tell us at once if you begin work in any state listed in Item 3.C. of the Information Page.

PART FOUR YOUR DUTIES IF INJURY OCCURS

Tell us at once if injury occurs that may be covered by this policy. Your other duties are listed here.

1. Provide for immediate medical and other services required by the workers compensation law.
2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.
3. Promptly give us all notices, demands and legal

papers related to the injury, claim, proceeding or suit.

4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.
5. Do nothing after an injury occurs that would interfere with our right to recover from others.
6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

PART FIVE—PREMIUM

A. Our Manuals

All premium for this policy will be determined by our manuals of rules, rates, rating plans and classifications. We may change our manuals and apply the changes to this policy if authorized by law or a governmental agency regulating this insurance.

B. Classifications

Item 4 of the Information Page shows the rate and premium basis for certain business or work classifications. These classifications were assigned based on an estimate of the exposures you would have during the policy period. If your actual exposures are not properly described by those classifications, we will assign proper classifications, rates and premium basis by endorsement to this policy.

C. Remuneration

Premium for each work classification is determined by multiplying a rate times a premium basis. Remuneration is the most common premium basis. This premium basis includes payroll and all other remuneration paid or payable during the policy period for the services of:

1. all your officers and employees engaged in work covered by this policy; and
2. all other persons engaged in work that could make us liable under Part One (Workers Compensation Insurance) of this policy. If you do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured their workers compensation obligations.

D. Premium Payments

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid.

E. Final Premium

The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

If this policy is canceled, final premium will be determined in the following way unless our manuals provide otherwise:

1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.
2. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short-rate cancellation table and procedure. Final premium will not be less than the minimum premium.

F. Records

You will keep records of information needed to compute premium. You will provide us with copies of those records when we ask for them.

G. Audit

You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.

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PART SIX—CONDITIONS

A. Inspection

We have the right, but are not obliged to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with laws, regulations, codes or standards. Insurance rate service organizations have the same rights we have under this provision.

B. Long Term Policy

If the policy period is longer than one year and sixteen days, all provisions of this policy will apply as though a new policy were issued on each annual anniversary that this policy is in force.

C. Transfer of Your Rights and Duties

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within thirty days after your death, we will cover your legal representative as insured.

D. Cancellation

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy. We must mail or deliver to you not less than ten days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
3. The policy period will end on the day and hour stated in the cancellation notice.
4. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with the law.

E. Sole Representative

The insured first named in Item 1 of the Information Page will act on behalf of all insureds to change this policy, receive return premium, and give or receive notice of cancellation.

POLICY AMENDATORY ENDORSEMENT-CALIFORNIA

It is agreed that, anything in the policy to the contrary notwithstanding, such insurance as is afforded by this policy by reason of the designation of California in Item 3 of the Information Page is subject to the following provisions:

1. **Minors Illegally Employed – Not Insured.** This policy does not cover liability for additional compensation imposed on you under Section 4557, Division IV, Labor Code of the State of California, by reason of injury to an employee under sixteen years of age and illegally employed at the time of injury.
2. **Punitive or Exemplary Damages – Uninsurable.** This policy does not cover punitive or exemplary damages where insurance of liability therefor is prohibited by law or contrary to public policy.
3. **Increase in Indemnity Payment – Reimbursement.** You are obligated to reimburse us for the amount of increase in indemnity payments made pursuant to Subdivision (d) of Section 4650 of the California Labor Code, if the late indemnity payment which gives rise to the increase in the amount of payment is due less than seven (7) days after we receive the completed claim form from you. You are obligated to reimburse us for any increase in indemnity payments not covered under this policy and will reimburse us for any increase in indemnity payment not covered under the policy when the aggregate total amount of the reimbursement payments paid in a policy year exceeds one hundred dollars (\$100).

If we notify you in writing, within 30 days of the payment, that you are obligated to reimburse us, we will bill you for the amount of increase in indemnity payment and collect it no later than the final audit. You will have 60 days, following notice of the obligation to reimburse, to appeal the decision of the insurer to the Department of Insurance.

4. **Application of Policy.** Part One, "Workers Compensation Insurance", A, "How This Insurance Applies", is amended to read as follows:

This workers compensation insurance applies to bodily injury by accident or disease, including death resulting therefrom. Bodily injury by accident must occur during the policy period. Bodily injury by disease must be caused or aggravated by the conditions of your employment. Your employee's exposure to those conditions causing or aggravating such bodily injury by disease must occur during the policy period.

5. **Rate Changes.** The premium and rates with respect to the insurance provided by this policy by reason of the designation of California in Item 3 of the Information Page are subject to change if ordered by the Insurance Commissioner of the State of California pursuant to Section 11737 of the California Insurance Code.
6. **Long Term Policy.** If this policy is written for a period longer than one year, all the provisions of this policy shall apply separately to each consecutive twelve-month period or, if the first or last consecutive period is less than twelve months, to such period of less than twelve months, in the same manner as if a separate policy had been written for each consecutive period.
7. **Statutory Provision.** Your employee has a first lien upon any amount which becomes owing to you by us on account of this policy, and in the case of your legal incapacity or inability to receive the money and pay it to the claimant, we will pay it directly to the claimant.
8. Part Five, "Premium", E, "Final Premium", is amended to read as follows:

The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

If this policy is canceled, final premium will be determined in the following way unless our manuals provide otherwise:

- a. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.
- b. If you cancel, final premium may be more than pro rata; it will be based on the time this policy was in force, and may be increased by our short-rate cancelation table and procedure. Final premium will not be less than the pro rata share of the minimum premium.

It is further agreed that this policy, including all endorsements forming a part thereof, constitutes the entire contract of insurance. No condition, provision, agreement, or understanding not set forth in this policy or such endorsements shall affect such contract or any rights, duties, or privileges arising therefrom.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy)

Endorsement Effective: 05/14/19	File No.: [REDACTED] 3018	Carrier Policy No.: [REDACTED] 18-SZ
		Premium: \$ 561,144.00
		Carrier No.: 24244
Insured: Scoobeez Global Inc		
Insurance Company: United Wisconsin Insurance Company		
Endorsement: [REDACTED] 03 01 D		
Edition: 02/18		

DUTY TO DEFEND - CALIFORNIA

The insurance afforded by Part One, Section C, **"We Will Defend,"** is hereby deleted and replaced with the following:

WE WILL DEFEND

We have the right and duty to defend at our expense any claim or proceeding against you before the California Workers' Compensation Appeals Board or its equivalent in any other state (and any appeal of a decision therefrom) for the benefits payable by this workers' compensation insurance. We have the right to investigate and settle these claims or proceedings.

We have no duty to defend a claim, proceeding, or suit that is not covered by this insurance.

Nothing contained in this Section shall amend, modify, restrict or otherwise alter any obligations or conditions under Part Two-Employer's Liability Insurance of the policy.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy)

Endorsement Effective: 05/14/19

File No.: [REDACTED] 3018

Carrier Policy No.: [REDACTED] 18-SZ

Premium: \$ 561,144.00

Carrier No.: 24244

Insured: Scoobeez Global Inc

Insurance Company: United Wisconsin Insurance Company

Endorsement: [REDACTED] 03 10

Edition: 01/95

Countersigned by: _____

ENDORSEMENT AGREEMENT LIMITING AND RESTRICTING THIS INSURANCE
Labor Contractor as Named Insured with LCF Designation - Restriction of Coverage to Client Workers

The insurance under this policy is limited as follows: It is AGREED that, anything in this policy to the contrary notwithstanding, this policy DOES NOT INSURE:

**LIABILITY
NOT INSURED**

Any liability the labor contractor named in Item 1 of the policy may have, other than with respect to employees provided to the client shown in Item 1 (following the designation "Leased Coverage For" or "LCF") pursuant to an employee leasing arrangement subject to the *California Workers' Compensation Experience Rating Plan—1995*, Section V, Rule 4, *Application of Experience Modification to Policies Covering Employee Leasing Arrangements*

**LIABILITY
NOT INSURED**

Any liability the client shown in Item 1 may have, other than with respect to workers provided by the Labor Contractor named in Item 1 of the policy pursuant to an employee leasing arrangement subject to the *California Workers' Compensation Experience Rating Plan—1995*, Section V, Rule 4, *Application of Experience Modification to Policies Covering Employee Leasing Arrangements*.

Name of Client shown in Item 1:

Scoobeez Global Inc

Client's Address

396 S Pasadena Ave
Sunland, CA 91040-0000

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy)

Endorsement Effective: 05/14/19

File No.: 5 3018

Carrier Policy No.: 18-SZ

Premium: \$ 561,144.00

Carrier No.: 24244

Insured: Scoobeez Global Inc

Insurance Company: United Wisconsin Insurance Company

Endorsement: 03 15 B

Edition: 10/16

Countersigned by: _____

EMPLOYERS' LIABILITY COVERAGE AMENDATORY ENDORSEMENT-CALIFORNIA

The insurance afforded by Part Two (Employers' Liability Insurance) by reason of designation of California in item 3 of the information page is subject to the following provisions:

A. **"How This Insurance Applies,"** is amended to read as follows:

A. How This Insurance Applies

This employers' liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury means a physical injury, including resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to your work in California.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

C. The **"Exclusions"** section is modified as follows (all other exclusions in the **"Exclusions"** section remain as is):

1. Exclusion 1 is amended to read as follows:
 1. liability assumed under a contract.
2. Exclusion 2 is deleted.
3. Exclusion 7 is amended to read as follows:
 7. damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, termination of employment, or any personnel practices, policies, acts or omissions.
4. The following exclusions are added:
 1. bodily injury to any member of the flying crew of any aircraft.
 2. bodily injury to an employee when you are deprived of statutory or common law defenses or are subject to penalty because of your failure to secure your obligations under the workers' compensation law(s) applicable to you or otherwise fail to comply with that law.
 3. liability arising from California Labor Code Section 2810.3 which relates to labor contracting.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy)

Endorsement Effective: 05/14/19

File No.: [REDACTED] 3018

Carrier Policy No.: [REDACTED] 18-SZ

Premium: \$ 561,144.00

Carrier No.: 24244

Insured: Scoobeez Global Inc

Insurance Company: United Wisconsin Insurance Company

Endorsement: [REDACTED] 03 60 B

Edition: 01/15

Countersigned by: _____

OPTIONAL PREMIUM INCREASE ENDORSEMENT - CALIFORNIA

You must provide us, or our authorized representative, access to records necessary to perform a payroll verification audit. If you fail to provide access within 90 days after expiration of the policy, you are liable to pay a total premium equal to 3 times our current estimate of the annual premium for your policy. In addition, if you fail to provide access after our third request within a 90 day or longer period, you are also liable for our costs in attempting to perform the audit unless you provide a compelling business reason for your failure.

We will contact you to schedule appointments during normal business hours.

We will notify you of your failure to provide access by mailing a certified, return-receipt document stating the increased premium and the total amount of our costs incurred in our attempt(s) to perform an audit. In addition to any other obligations under this contract, 30 days after you receive the notification, you will be obligated to pay the total premium and costs referenced above. If, thereafter, you provide access to your records within three years after the policy expires, or within another mutually agreed upon time, and we succeed in performing the audit to our satisfaction, we will revise your total premium and the costs due to reflect the results of the audit.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy)

Endorsement Effective: 05/14/19

File No.: [REDACTED] 3018

Carrier Policy No.: [REDACTED] 18-SZ

Premium: \$ 561,144.00

Carrier No.: 24244

Insured: Scoobeez Global Inc

Insurance Company: United Wisconsin Insurance Company

Endorsement: [REDACTED] 04 21

Edition: 01/08

Countersigned by: _____

CALIFORNIA CANCELATION ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the Information Page.

The Cancellation condition in Part Six (Conditions) of the policy is replaced by these conditions:

Cancellation:

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy for one or more of the following reasons:
 - a. Non-payment of premium;
 - b. Failure to report payroll;
 - c. Failure to permit us to audit payroll as required by the terms of this policy or of a previous policy issued by us;
 - d. Failure to pay any additional premium resulting from an audit of payroll required by the terms of this policy or any previous policy issued by us;
 - e. Material misrepresentation made by you or your agent;
 - f. Failure to cooperate with us in the investigation of a claim;
 - g. Failure to comply with Federal or State safety orders;
 - h. Failure to comply with written recommendations of our designated loss control representatives;
 - i. The occurrence of a material change in the ownership of your business;
 - j. The occurrence of any change in your business or operations that materially increases the hazard for frequency or severity of loss;
 - k. The occurrence of any change in your business of operation that requires additional or different classification for premium calculation;
 - l. The occurrence of any change in your business or operation which contemplates an activity excluded by our reinsurance treaties.
3. If we cancel your policy for any of the reasons listed in (a) through (f), we will give you 10 days advance written notice, stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice. If we cancel your policy for any of the reasons listed in Items (g) through (l), we will give you 30 days advance written notice; however, we agree that in the event of cancellation and reissuance of a policy effective upon a material change in ownership or operations, notice will not be provided.
4. The policy period will end on the day and hour stated in the cancellation notice.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy)

Endorsement Effective: 05/14/19

File No.: 3018

Carrier Policy No.: 18-SZ

Premium: \$ 561,144.00

Carrier No.: 24244

Insured: Scoobeez Global Inc

Insurance Company: United Wisconsin Insurance Company

Endorsement: 06 01 A

Edition: 12/93

Countersigned by: _____

CALIFORNIA LARGE RISK DEDUCTIBLE ENDORSEMENT

1. This endorsement applies to the workers' compensation insurance coverage, the employers' liability insurance coverage and the other states insurance coverage provided in this policy.
2. This endorsement applies between you and us. It does not affect the rights of others under the policy. Nor does it change our obligations under the policy, except as otherwise stated in this endorsement.
3. In consideration of a reduced premium, you have agreed to reimburse us up to the deductible amounts stated in the Schedule at the end of this endorsement for all payments legally required, including allocated loss adjustment expenses which arise out of any claim or suit we defend, where you elect to include such expenses.
4. We will remain responsible for the full payment of all claims under this policy without regard to your ability or intention to reimburse us for the deductible amounts. The contract of insurance shall be fully enforceable by your employees or their dependents against us.

Deductible – Each Occurrence

5. The deductible amount stated in the Schedule is the most you must reimburse us for indemnity and medical benefits and damages combined, including allocated loss adjustment expenses, if elected by you, for bodily injury to one or more employees as the result of any one accident or for disablement of one employee due to bodily injury by disease.

Deductible – Policy Aggregate

6. The amount stated in the Schedule as aggregate is the most you must reimburse us for the sum of all indemnity and medical benefits, damages, and allocated loss adjustment expense, if elected by you, because of bodily injury by accident or bodily injury by disease for the policy period.
 - (a) If we cancel the policy, the aggregate amount stated in the Schedule will be reduced to a pro rata amount based on the time this policy was in force.
 - (b) If you cancel the policy as a result of your retiring from business, the aggregate deductible amount will be reduced to a pro rata amount based on the time this policy was in force.
 - (c) If you cancel the policy for any reason other than retiring from business, the aggregate deductible amount will not be reduced.
 - (d) If this policy is issued for a term of less than one year, the aggregate deductible amount will not be reduced.

Effect of Deductible on Limits of Liability

7. The applicable limits of liability as respects the employers' liability insurance coverage provided in this policy are subject to reduction by the application of the loss reimbursement amount(s) applicable to any claim for accident or disease covered by this policy. In the event of a claim, our obligation to pay is the amount available for benefits or damages that remains after the application of the specific loss reimbursement amount. The payment of loss adjustment expense, where such expense is elected by you, will not affect the limits of the liability.

Allocated Loss Adjustment Expenses

8. Allocated loss adjustment expenses, which is electable by you, means claims expenses directly allocated by us to a particular claim. Such expenses shall not include cost of investigation or the salaries and traveling expenses of our employees other than those salaried employees who perform services which can be directly allocated to the handling of a particular claim.

Recovery from Others

9. If we recover any payments made under this policy from anyone liable for the injury, the amount we recover will be applied as follows:
- (a) First, to any payments made by us in excess of the deductible amount; and
 - (b) Then the remainder, if any, will be applied to reduce the deductible amount reimbursed by you.

Cancellation

10. We may cancel this policy for nonpayment of any deductible amounts or for failure to comply with any security-related terms of this policy. Such cancellation of this policy shall be treated in the same manner as nonpayment of premium as provided by the California Insurance Code. We will remain fully responsible for the full amount of all claims incurred prior to the effective date of cancellation.

Sole Representation

11. The first Named Insured stated in the Information Page will act on behalf of all the named insureds with respect to:
- (a) Changes to this endorsement
 - (b) Obligations to receive premiums; or
 - (c) Giving or receiving notice of cancellation.

Your Duties and Understanding

12. All bodily injuries by accident or disease for which you are responsible shall be promptly reported to us for adjustment and payment, regardless of their severity or cost. You further understand that all such bodily injuries and their cost shall be included in experience data used to determine the experience rating for your policy, regardless of the eligibility of such claims for full or partial reimbursement under the deductible provisions of this policy.

Other Rights and Duties

13. All other terms of the policy, including those which govern the following items, apply irrespective of this deductible endorsement:
- (a) Our right and duty to defend any claim, proceeding or suit against you; and
 - (b) Your duties if injury occurs.

Additional Charges

14. Any assessments pursuant to California statute are not part of this Plan but are included in the cost of the coverage provided by the policy to which this endorsement is attached.

Schedule

1. Deductible Amount \$ 500,000.00 Each Accident
2. Aggregate Limit N/A Negotiated Charge N/A
3. Allocated Loss Adjustment Expenses are Included
4. The Fixed Expense Charge Will Not be adjusted retroactively, based upon actual costs.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy)

Endorsement Effective: 05/14/19

File No.: 3018

Carrier Policy No.: 18-SZ

Premium: \$ 561,144.00

Carrier No.: 24244

Insured: Scoobeez Global Inc

Insurance Company: United Wisconsin Insurance Company

Endorsement: 06 03 B

Edition: 01/15

Countersigned by: _____

SPECIAL CANCELLATION PROVISION

It is agreed that, anything in the policy to the contrary notwithstanding, such insurance as is afforded by this policy is subject to the following provisions:

If you cancel the policy or if the policy is cancelled for non-payment of any premium, cancellation premium may be computed using the short rate cancellation table.

The following table shall be used in computing the Short Rate Premium:

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Endorsement Effective: 05/14/19

File No.: 3018

Carrier Policy No.: 18-SZ

Premium: \$ 561,144.00

Carrier No.: 24244

Insured: Scoobeez Global Inc

Insurance Company: United Wisconsin Insurance Company

Endorsement: 01 07 B

Edition: 05/15

Countersigned by: _____

SPECIAL CANCELLATION PROVISION
Short Rate Cancellation Table

Extended Number Of Days	Percent of Full Policy Premium	Extended Number Of Days	Percent of Full Policy Premium	Extended Number Of Days	Percent of Full Policy Premium
1	5%	95-98	37%	219-223	69%
2	6%	99-102	38%	224-28	70%
3-4	7%	103-105	39%	229-232	71%
5-6	8%	106-109	40%	233-237	72%
7-8	9%	110-113	41%	238-241	73%
9-10	10%	114-116	42%	242-246	74%
11-12	11%	117-120	43%	247-250	75%
13-14	12%	121-124	44%	251-255	76%
15-16	13%	125-127	45%	256-260	77%
17-18	14%	128-131	46%	264-264	78%
19-20	15%	132-135	47%	265-269	79%
21-22	16%	136-138	48%	270-273	80%
23-25	17%	139-142	49%	274-278	81%
26-29	18%	143-146	50%	279-282	82%
30-32	19%	147-149	51%	283-287	83%
33-36	20%	150-153	52%	288-291	84%
37-40	21%	154-156	53%	292-296	85%
41-43	22%	157-160	54%	297-301	86%
44-47	23%	161-164	55%	302-305	87%
48-51	24%	165-167	56%	306-310	88%
52-54	25%	168-171	57%	311-314	89%
55-58	26%	172-175	58%	315-319	90%
59-62	27%	176-178	59%	320-323	91%
63-65	28%	179-182	60%	324-328	92%
66-69	29%	183-187	61%	329-332	93%
70-73	30%	188-191	62%	333-337	94%
74-76	31%	192-196	63%	338-342	95%
77-80	32%	197-200	64%	343-346	96%
81-83	33%	201-205	65%	347-351	97%
84-87	34%	206-209	66%	352-355	98%
88-91	35%	210-214	67%	356-360	99%
92-94	36%	215-218	68%	361-365	100%

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
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Endorsement Effective: 05/14/19 File No.: 3018 Carrier Policy No.: 18-SZ
Premium: \$ 561,144.00
Carrier No.: 24244
Insured: Scoobeez Global Inc
Insurance Company: United Wisconsin Insurance Company
Endorsement: 01 07 B
Edition: 05/15

Countersigned by: _____

EMPLOYER NAME CHANGE

Prepared by: Heather Hawkins

Insurer (Carrier Code: 24244)
United Wisconsin Insurance Company
15200 West Small Rd
New Berlin, WI 53151-0000

Carrier Policy #:	Policy Period
18-SZ	05/14/2019 to 10/01/2019

Named Insured and Address	Agency Information
Innovative Work Comp Solutions LLC LCF Scoobeez 800 Oak Ridge Turnpike Oak Ridge, TN 37830	Agency #: 1 Sunz Insurance Solutions, LLC 1301 6th Avenue West Bradenton, FL 34205

Federal ID	6339
File #:	3018
Endorsement Effective Date	05/14/2019
Endorsement Prepared Date	05/16/2019

Intent of Endorsement:

EMPLOYER NAME CHANGE

BEFORE	AFTER
Scoobeez Global Inc	Scoobeez

Policy Information Page Endorsement

- | | |
|---|---|
| <input checked="" type="checkbox"/> Insured's Name (WC 89 06 01) | <input type="checkbox"/> Item 3.B. Limits (WC 89 06 12) |
| <input type="checkbox"/> Policy Number (WC 89 06 02) | <input type="checkbox"/> Item 3.C. States (WC 89 06 13) |
| <input type="checkbox"/> Effective Date (WC 89 06 03) | <input type="checkbox"/> Item 3.D. Endorsement Numbers (WC 89 06 14) |
| <input type="checkbox"/> Expiration Date (WC 89 06 04) | <input type="checkbox"/> Item 4. *Class, Rate, Other (WC 89 06 15) |
| <input type="checkbox"/> Insured's Mailing Address (WC 89 06 05) | <input type="checkbox"/> Interim Adjustment of Premium (WC 89 06 16) |
| <input type="checkbox"/> Experience Modification (WC 89 04 06) | <input type="checkbox"/> Carrier Servicing Office (WC 89 06 17) |
| <input type="checkbox"/> Producer's Name (WC 89 06 07) | <input type="checkbox"/> Interstate/Intrastate Risk ID Number (WC 89 06 18) |
| <input type="checkbox"/> Change in Workplace of Insured (WC 89 06 08) | <input type="checkbox"/> Carrier Number (WC 89 06 19) |
| <input type="checkbox"/> Insured's Legal Status (WC 89 06 10) | <input type="checkbox"/> Issuing Agency/Producer Office Address (WC 89 06 25) |
| <input type="checkbox"/> Item 3.A. States (WC 89 06 11) | |

is changed to read: Scoobeez

* Item 4 Changed To:

Classifications	Code #	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
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See Schedule of Classifications on Following Page(s)

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy)

Endorsement Effective: 05/14/19 File No.: 3018 Carrier Policy No.: 18-SZ
Premium: \$

Insured: Scoobeez
Insurance Company: United Wisconsin Insurance Company Carrier No.: 24244
Endorsement: 06 00 B
Edition: 07/01

Countersigned by: _____

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

Salvato Law Offices, 777 South Figueroa Street, Suite 2800, Los Angeles, CA 90017

A true and correct copy of the foregoing document entitled (*specify*): **Notice of Motion and Motion for Relief from the Automatic Stay Under 11 U.S.C. § 362 (Action in Nonbankruptcy Forum)** will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) **09/11/19**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

- **John-Patrick M Fritz** jpf@lnbyb.com, JPF.LNBYB@ecf.inforuptcy.com
- **Riebert Sterling Henderson** shenderson@gibbsgiden.com
- **Vivian Ho** BKClaimConfirmation@ftb.ca.gov
- **Alvin Mar** alvin.mar@usdoj.gov
- **Ashley M McDow** amcdow@foley.com, sgaeta@foley.com;mhebbeln@foley.com;swilson@foley.com;jsimon@foley.com
- **Stacey A Miller** smiller@tharpe-howell.com
- **Kevin H Morse** kmorse@clarkhill.com, blambert@clarkhill.com
- **Shane J Moses** smoses@foley.com
- **Akop J Nalbandyan** jnalbandyan@LNtriallawyers.com, cbautista@LNtriallawyers.com
- **Rejoy Nalkara** rejoy.nalkara@americaninfosource.com
- **Anthony J Napolitano** anapolitano@buchalter.com, IFS_filing@buchalter.com;salarcon@buchalter.com
- **David L. Neale** dln@lnbyb.com
- **Aram Ordubegian** ordubegian.aram@arentfox.com
- **Hamid R Rafatjoo** hrafatjoo@raineslaw.com, bclark@raineslaw.com;cwilliams@raineslaw.com
- **Gregory M Salvato** gsalvato@salvatolawoffices.com, calendar@salvatolawoffices.com;jboufadel@salvatolawoffices.com;gsalvato@ecf.inforuptcy.com
- **Jeffrey S Shinbrot** jeffrey@shinbrotfirm.com, sandra@shinbrotfirm.com
- **Steven M Spector** sspector@buchalter.com, IFS_efiling@buchalter.com;salarcon@buchalter.com
- **United States Trustee (LA)** ustpregion16.la.ecf@usdoj.gov
- **Eric K Yaeckel** yaeckel@sullivanlawgroupapc.com

☐ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (*date*) **09/11/2019**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Debtor
Scoobeez
3463 Foothill Blvd.
Glendale, CA 91214

☐ Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (date) **09/11/19**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Overnight Mail

Honorable Julia W. Brand
United States Bankruptcy Court
255 E. Temple Street, Suite 1382
Los Angeles, CA 90012

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

09/11/2019

Date

Tim Mayse

Printed Name

/s/ Tim Mayse

Signature